

FIRST REPORT  
OF THE  
PARLIAMENTARY COMMITTEE  
OF THE  
LOYAL NATIONAL REPEAL ASSOCIATION  
ON THE  
LAND QUESTION,  
WITH  
APPENDIX  
OF  
EVIDENCE ON THE ULSTER TENANT-RIGHT.

Read at a Meeting of the Association, on Monday,  
14th April, 1845.

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THE Parliamentary Committee of the LOYAL NATIONAL REPEAL ASSOCIATION, having closely examined, and solemnly considered the Report of the Commissioners of Land Inquiry, and the volume of Evidence published by them, submit the following as their Report:—

That we have seen with the deepest regret, but with a thorough conviction of their truth, the statements of the said Commissioners, in which they assert, not only on the testimony of witnesses, but from their own personal observation, “*that the agricultural labourers of Ireland suffer the greatest privations and hardships;*” that “*they depend upon precarious and casual employment for subsistence;*” that “*they are badly housed, badly fed, badly clothed, and badly paid for their labour;*” that “*it*

*would be impossible to describe adequately the sufferings and privations which the cottiers and labourers and their families in most parts of the country endure ;” that “ in many districts their only food is the potatoe, their only beverage water ;” that “ their cabins are seldom a protection against the weather ; that “ a bed or blanket is a rare luxury ;” and that “ nearly in all, their pig and their manure-heap constitute their only property ;” that “ a large proportion of the entire population comes within the designation of agricultural labourers, AND ENDURE SUFFERINGS GREATER THAN THE PEOPLE OF ANY OTHER COUNTRY IN EUROPE HAVE TO SUSTAIN.”*

That with this frightful evidence before them confirmed, as they distinctly tell us, by their personal knowledge, the Commissioners have not in their report suggested any direct means of alleviating the condition of our labouring classes. Yet, they are so far from imputing any part of the causes of their misery to the agricultural classes themselves ; that, on the contrary, those very Commissioners bear this most important testimony to the merits of the Irish poor ; we quote their very words : “ Up to this period any improvement that may have taken place, is attributable almost entirely to the habits of temperance in which they have so generally persevered ; and not, we grieve to say, to any increased demand for their labour.” Thus, it stands proclaimed, that while the Irish labouring classes can trace their wretchedness to the conduct of others, they owe the only alleviation to their own virtue and forbearance.

That this hideous picture of the want, the distress and destitution, of the Irish peasantry, is not drawn nor coloured by any political agitators, but is the much mitigated portraiture of the real condition of a large proportion of the Irish population ; a portraiture sketched by a

commission composed of landlords, all selected by the minister of the crown, who thus describe the state of this beautiful and fertile island, in the 45th year of what is called "the Union," with the richest country in the world!—a state unequalled in wretchedness in any other country on the face of the globe.

That some of the greatest and most poignant miseries of Ireland arise from what is called the clearance system; the victims of which are, as is stated in the report, "*in a condition necessarily most deplorable*;" and the report adopts from that of a former committee these words as its own: "*It would be impossible for language to convey an idea of the state of distress to which the ejected tenantry have been reduced; or of the disease, misery, or even vice, which they have propagated in the towns wherein they have settled; so that, not only they who have been ejected, have been rendered miserable, but they have carried with them, and propagated that misery.*"

That the natural and necessary consequences of the system of clearance have been, that large numbers of the ejected peasantry have been driven into miserable dwellings along the dykes, and in the ditches adjacent to the public roads; or to the filthy lanes of small neighbouring towns! so that multitudes have perished, and are daily perishing, from sheer want of the common necessities of life; *the clearance system being the natural and necessary propagator of disease and death.*

That the wholesale murders thus perpetrated according to law, have another most fatal and horrible result; inasmuch as they excite to, and cause retaliatory assassinations of the most atrociously criminal description; assassinations which are too frightfully criminal to be justified, or in any respect palliated—even by the extreme misery by which they are produced.

That it also appears from the Report and Evidence of the said Commissioners, and of the Committee on the Townland Valuation of Ireland, that throughout the greater part of Ulster the practice of Tenant-right prevails, and that along with it are found industry, comfort, and peace.

That according to the practice of this right, no person can get into the occupation of a farm without paying the previous occupier the price of his right of occupation or good-will, whether the land be held by lease or at will.

*That on the ejection of any occupying tenant, he receives the full selling value of his Tenant-right, less by any arrears due to the landlord; but this does not extend to middlemen.*

That the same custom, unrecognised as it is by law, prevents the landlord who has bought the tenant-right, or otherwise got into possession of a farm, *from setting it at such an increase of rent as to displace Tenant-right.* Thus, middlemen are almost unknown, and *the effect of competition for land is principally to increase the value of the Tenant-right, not the amount of the rent.*

That *Tenant-right exists even in unimproved land, and that five years' purchase is an ordinary payment for the Tenant-right of such land,* while 15 or 20 years' purchase is often given for the Tenant-right of highly improved farms.

That, nevertheless, this right is regarded by many of the present landlords of Ulster with jealousy and dislike; that several of them have endeavoured to shackle and reduce this right; that some of them on the borders of the customary counties, have tried, with success, to abolish it, and that "*it is in danger*" (in the words of the Northern Whig) "*of being frittered away in course of years, and no equivalent provided in its stead.*"

That the said Commissioners appear to have studiously endeavoured in their examination of witnesses, to disparage the character of this Tenant-right, which the present farmers of Ulster bought with their money, or inherited from their fathers—a right, of which one witness (the agent of Lord Lurgan) said, that were it disallowed, there was “no force at the disposal of the Horse-guards which could keep the peace of the province.”

*That the Commissioners (not daring openly to attack such a right so defended) have insidiously reported that any “hasty or general disallowance” of the right would be inexpedient—purporting thereby that its gradual and cunning disallowance would be expedient, and proposing many schemes for this purpose.*

That portions of the said Report and Evidence, presented herewith, fully bear out the preceding propositions on the tenant-right.

That, under these circumstances, *it is desirable that a law should be passed, recognizing tenant-right in the customary districts of Ulster, and giving process from a tribunal of arbiters, with an appeal to the Assistant Barrister’s Court, for the adjustment of disputes as to this right.*

Your Committee will, as speedily as is consistent with the mature consideration of a subject of such enormous consequence, report further.

Signed on behalf of the Committee,

DANIEL O’CONNELL.

# APPENDIX,

BEING

## EXTRACTS OF EVIDENCE

RELATIVE TO THE CUSTOM OF

TENANT-RIGHT IN THE NORTH OF IRELAND,

TAKEN FROM THE

REPORTS OF THE PARLIAMENTARY COMMITTEE OF 1844,  
ON TOWNLAND VALUATION OF IRELAND,

AND OF THE

COMMISSIONERS OF INQUIRY INTO THE OCCUPATION OF  
LAND IN IRELAND, 1845.

BY JOHN O'CONNELL, M.P.

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1845.

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# APPENDIX TO REPORT:

BEING

EXTRACTS FROM EVIDENCE

TAKEN BEFORE

THE TOWNLAND VALUATION COMMITTEE OF 1844,

AND THE

LANDLORD AND TENANT COMMISSION OF LORD DEVON.

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## TENANT RIGHT.

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### CLASS No. I.

VALUE OF THE TENANT RIGHT TO TENANT AND TO  
LANDLORD.

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A. SENIOR, ESQ.

1067. *Chairman.*] When you speak of the poor law valuation in the north of Ireland corresponding with the rent, do you assume that the tenant-right co-exists with those rents?—The tenant-right does exist in every part of Ulster, but it varies in every county, and in different parts of the same county.

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Valuation  
Committee,  
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1068. Do you consider the tenant right in the nature of a fine paid by the occupier for the use of the lands?—I do not consider it entirely of that nature, though it bears some relation to it.

1069. Are not rents lower in proportion to the amount of tenant-right which exists in any particular district?—I am not prepared to admit that to its full extent.

1070. Supposing two farms of equal value to be let, would not a larger rent be assumed for that where there was no tenant-right to purchase out, the difference being a sum equivalent to the average amount of tenant-right which prevails in the district?—I think not.

1071. *Mr. Colquhoun.*] Perhaps you will state what your view of tenant-right is?—My view of tenant-right is, that it is the difference between the rent actually charged by the landlord according to the custom of the country, and the utmost competition value; therefore if the rent in a

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large estate is low, and confidence in the landlord is great, the amount of tenant-right per acre will be very large; for instance, tenant-right in some of the better managed estates of the London Companies in the county of Derry is worth from £15 to £20 per acre.

1072. Is that uniformly the case; are there not many cases in which a high tenant-right is paid, though the land is let at its full value?—Not according to my previous definition of it.

1073. But according to the facts as they have come under your observation?—I think it is impossible to be so.

1074. Such a circumstance could only arise from intensity of competition; but have you not heard of cases in which the fact is so, the competition being intense?—I think not.

1075. *Chairman.*] In the case of two farms of equal value, one situate in a district, the custom of which was that the tenant-right amounted to £15 or £20 an acre, as you have stated, and the other in a district where there was no tenant-right; would not a person, wishing to take one of these farms, assume a higher rent payable to the landlord, where he had that £15 or £20 an acre to pay, than where he had not that £15 or £20 an acre to pay?—I think that question would imply, firstly, that the tenant-right is of recent origin; secondly, that it is independent of the feeling of the majority of the tenantry; neither of which is the case.

1076. The question is one of fact; whether a person desirous to take a farm would not assume a higher rent, where he had not at once to pay £20 an acre for the possession of the land, than where he had?—He would not pay a higher rent, inasmuch as the strong feeling of the neighbouring tenantry would be against him.

1077. Virtually would not the rent be the same; that he would pay a high rent in the one case to the landlord without paying tenant-right; in the other case, that he would pay a diminished rent to the landlord, but he would pay the difference between the high rent in the one case, and the smaller rent in the other, to the tenant?—As a question of arithmetic, decidedly so; but there are other

questions besides those of arithmetic involved in the matter. A. Senior,  
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1078. Lord *Eliot*.] Would he not pay a higher rent for land in the parts of Ireland in which the tenant-right does not exist than in those parts in which it does exist?—Undoubtedly he would. Tenant right is a very old custom; it can only exist where lands are comparatively let low; but I do not think it is the cause of their being let low, but the result.

1079. Mr. *Colquhoun*.] Are there any parts of the north of Ireland where land is let so much below its real value as to justify the tenant in giving £15 or £20 an acre for the tenant-right?—There are. I may mention, as instances that have come within my own knowledge, the estate of the Drapers' Company in the county of Derry, and Lord Charlemont's estate in the county of Armagh.

1080. Upon those estates, what would the fee-simple of the land sell for per acre?—I cannot say; I have had no experience in buying or selling estates.

1081. Do you apprehend that land upon those estates would sell for more than £40 or £50 an acre?—It would sell, I should think, for about 25 years' purchase.

1082. The ordinary rent in such cases would be how much?—The ordinary rent, I take it, would be about £1 an acre.

1083. Therefore, the in-coming tenant is, in fact, paying to the out-going tenant a price only one-fifth less than the selling value of the soil?—Such is the fact; but these are selected instances, where the tenant-right practice or custom happens to be the strougest, not average cases.

1084. *Chairman*.] In such cases, would you take the rent payable to the landlord as an equivalent for the fair letting value?—I should, according to the terms of the Irish Relief Act. I think a person who purchased an estate intending to do away with the tenant-right and to let the land at a competition value, would find out that he had made a mistake.

1085. Is not the letting value, as defined by the Poor Law Act, the rent which would be payable to the landlord, and the sum or the equivalent to be deducted which would be paid for the tenant-right?—It is the sum which may be

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reasonably expected from year to year from a solvent tenant; and a landlord would find it difficult, if not impossible, to get more.

1086. But do not those words assume that it is the sum which may reasonably be expected from a solvent tenant who has only certain taxes to pay, but not from one who has also to pay a sum, as you say, of from £15 to £20 an acre for the use of that land?—I think it would be distinctly illegal to rate the tenant for a rent which he has not to pay, and can never be expected to pay.

1087. Mr. *Colquhoun*.] Is it found, in fact, that as the rent rises the tenant-right falls in amount?—It does, unquestionably.

1088. And does the amount of tenant-right bear any proportion to the fixed capital invested upon the farm, in buildings or in drainage?—It varies with the rent, it varies with the state of cultivation of the farm as compared with the rent, and with the amount expended upon the land, including all improvements upon it.

1089. Has it in any degree, as far as you are aware, allusion to the tenant having been left by the landlord to make permanent improvements, such as those upon buildings, and the drainage and fencing of the farm?—I think it but fair that where everything which is done by the landlord in England, is done by the tenant in Ireland, the out-going tenant should receive the value of the capital which he has laid out; and I attribute, almost entirely, to the custom of the tenant-right, both the absence of agrarian outrage in the north, as well as a much higher cultivation in that part of the country.

1090. Then if a tenant in the north of Ireland has taken a farm upon which the buildings are indifferent and the drainage bad, and he leaves that farm with good drainage and good buildings, will he obtain a larger tenant-right upon his out-going than he paid upon his entrance?—Rents remaining the same, he will.

1091. And the amount of surplus which he receives will be pretty nearly proportioned to the superior state of accommodation, and of buildings and of drainage, in which he leaves the farm?—Yes; but the Committee should not understand that the tenant-right depends entirely upon an

outlay made by an improving tenant, inasmuch as an out-going tenant in a mountain district would receive tenant-right, who had not expended anything upon the land.

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1092. But in the cases supposed will there not be a significant difference between the amount of the tenant-right? In a mountain farm will not the out-going tenant receive a small sum, say £2 or £3 an acre, and in a farm in which the buildings are improved and the drainage good, will he not receive a higher tenant-right, such as you have stated, of from £15 to £20 an acre?—If the mountain pasture were let extremely low, and the lowland arable land were let extremely high, he may possibly receive as much in the former case as in the latter.

1093. But rents being moderate in both cases, and the only difference being in the capital invested in the buildings and in the drainage, will he not in the latter case receive a larger proportion of tenant-right?—He will, rents being the same.

1094. *Chairman.*] Then may not the tenant-right be taken to be an indication of the difference between the rent paid to the landlord and the letting value of the land?—That is exactly the definition I have before given of the custom.

1095. Then, if so, according to your own definition, the rent actually payable cannot be the actual letting value?—Not the competition value; it is the difference between the two. If by the words “letting value,” I am to understand competition value, that is exactly my previous definition of the custom.

1096. Supposing the custom of the country were, to let by valuation, and not by competition, would not the amount of tenant-right be still an indication of the difference between the rent payable to the landlord and the actual value, as ascertained by valuation?—The land is at present let by valuation, and not by competition.

1097. But no rise of rent takes place where tenant-right is paid for the occupation of the land?—It does indeed: the real difficulty in the custom of tenant-right, I would state, is to explain why the landlord does not increase his rent.

1098. Is not the tenant-right money paid upon the pre-

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sumption that the landlord will not increase his rent?—It is upon the expectation, not upon the certainty; and therefore it depends upon the character of the landlord, as well as upon other causes.

1099. Then may not the tenant-right be taken to be equivalent to the possession of a lease, at some amount of rent which is below the rent which would be payable upon a valuation?—I should not be disposed to adopt that as its definition; the mere circumstance of a considerable fall in prices a year and a half ago, by diminishing the competition value of land, materially affected the price of tenant-right.

1100. In such a case as you have mentioned, where the custom of the district is, that from £15 to £20 an acre shall be payable for tenant-right, would not the tenant, if he chose, instead of selling the ground, be able to let that ground at a rent somewhat larger than the rent he paid, and actually obtain a profit-rent equivalent to the tenant-right which he would have obtained, if he had sold?—The landlord would not allow him to do so.

1101. But if the tenant had a right to sub-let, could he not sub-let at a profit-rent equivalent in amount to the value of the money he would have had to receive in the shape of tenant-right, in the case of a sale?—I would say, as a mere question of money, it is precisely the same to the incoming tenant, whether he pays a larger rent to the proprietor, or whether he pays a given sum to the outgoing tenant, and a small rent; but it must be remembered this is a matter of custom, and the one would be exceedingly opposed to the feelings and interests of the whole class of tenantry; and therefore the landlord could not at once say, "I will raise my rents and destroy tenant-right."

1102. Mr. *Vesey*.] Supposing in any given district tenant-right did not exist, would not the same landlords in that district get a higher rent than they now receive, the tenant-right existing?—A larger portion of the produce of the soil belongs to the landlord where tenant-right does not exist; but, on the other hand, the whole produce of the soil is increased, from the certainty which the tenant has that he will receive the value of all the outlay of his capital.

1103. *Chairman*.] But supposing that the landlord were

to purchase the tenant-right over the district from his own tenants, and that he were to let those farms anew, would he not get a higher rent for the use of those farms than was previously paid for them?—As a question of political economy, I before stated that it is precisely the same to the incoming tenant whether he pays a small rent, and a large fine as tenant-right, or a larger rent to the proprietor, but the one plan is according to the custom of the country, and the other is not; and a person who paid a larger rent under the circumstances would be accused of taking a step opposed to the interests of the neighbouring tenantry.

1104. That would depend simply upon a question of feeling amongst the tenantry; but if a landlord chose to make that purchase, and if a tenant chose to run counter to that feeling, he would pay a larger rent for the ground, having no fine to pay upon entering into possession of it?—Yes; but we must remember it is a question of feeling from beginning to end, which prevents the landlord asking a higher rent.

1105. Mr. Colquhoun.] Is it so much a question of feeling as a question of the outlay of capital? Is it not that in past times, in place of the landlord laying out his capital upon the land in buildings and permanent improvements, he has allowed the tenant to do so, and consequently one tenant pays the other for capital, which in England is laid out by the landlord, and which in that part of Ireland has been laid out by the tenant?—Yes; but I am aware of certain estates where the tenant-right is absolutely the highest, and where the improvements have been very small.

1106. Mr. Vesey.] Do you not conceive that the actual fact of the tenant having to pay a large tenant-right upon coming into a farm, is very often the means of preventing that beneficial outlay upon the farm which he would be able to make if that tenant-right did not exist?—In some instances, by draining the incoming tenant's funds, it may prevent his being able to effect improvements; on the other hand, it tends to effect improvements where the tenant has capital, and is certain that he will get its value upon quitting the property.

1107. Is it not generally the case in Ireland, that the tenants have not very large capital?—They have not large

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capital as compared with English tenants, but I know extensive estates in many counties of the north, where the farm buildings are substantially built and slated, belonging to tenants at will, and those buildings would not have been erected, if the tenant was not quite certain he would get the value upon quitting the property.

1108. Can you state from your own knowledge whether those buildings have been made solely by the tenant, without any assistance from the landlords?—I can quote instances on both sides; in some instances it has been done entirely by the tenant; in others a proportion has been advanced by the landlord and a proportion added to the rent; but viewing as a whole, the farm buildings are far better in the north than in the south, small as the holdings are.

1109. Then do you say in the north of Ireland generally, tenants have a sufficient capital to pay a large tenant-right, amounting to from £15 to £20 an acre, and also to make a large outlay of capital on their farm buildings and other improvements, without any assistance from the landlord?—I do not admit £15 or £20 an acre to be the average rate of tenant-right, it being the highest rate of tenant-right; but co-existent with the practice of tenant-right, and its being increasing rather than diminishing, the outlay made in permanent improvements in Ireland, principally in drainage, during the last 12 months, has been enormous, and entirely by the tenants.

1110. In the north of Ireland?—Yes.

1111. Mr. *Colquhoun*.] And do you apprehend that in such cases the tenant-right will rise upon the outgoing of those tenants who have made these great improvements?—I have no doubt it will.

1112. Lord *Jocelyn*.] Are you not aware it is the general custom in the north of Ireland, upon the properties of large landlords, to give their tenants the slating and timber for their houses?—I should say that occasionally that is the case; I should say it is the exception, and not the rule.

1113. Of what parts of the north of Ireland are you speaking?—I refer principally to the counties of Armagh, Derry, Down, and the south of Tyrone, not to Donegal or the north of Tyrone; the south of Tyrone is a more improved country.



1114. Have you been over many of the large properties in the county of Down?—I do not know the large properties in the county of Down so well as I know the large properties in the other counties I have mentioned, but still I have considerable acquaintance with them.

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1115. *Chairman.*] Do you consider the amount which is paid for tenant-right is increasing in the north of Ireland?—I think it is, but it fell during the late agricultural distress.

1116. Is not that precisely equivalent to the operation which is taking place in the south in the increase of rent which is offered for land through competition?—It is so.

1117. Then, does that show that the rent payable under the tenant-right is not the fair letting value of the ground, but only an ingredient of the fair letting value of the ground, the full letting value being composed of the rent payable to the landlord and the tenant-right?—I before defined tenant-right to be the difference between the fair letting value and the competition value.

1118. The words of the Act, upon which the poor law valuation is based, are, “The rent at which, one year with another, the same might, in their actual state, be reasonably expected to let at from year to year, the probable annual cost of repairs, insurance, and other expenses, if necessary to maintain the hereditaments in their actual state, and all rates, taxes, and public charges, if any, except tithes, being paid by the tenant.” What right would you have, in estimating the fair letting value in the north of Ireland, to deduct from their fair letting value the amount which may have been paid either as a fine or premium for the possession of those lands?—As a question of law, I apprehend the valuator must consider solely the letting value which may be expected to be paid by a solvent tenant from year to year.

1119. Which value would be calculated without reference to the rent actually paid by the tenant, but solely with reference to what might be paid by a fair tenant, who had nothing to pay for the possession of the ground?—I cannot agree to that.

1120. Ought not such value to be calculated, according to the strict words of the Act of Parliament upon which the

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valuation is based, without reference to local custom, and without reference to any sum which may have been paid by the person who entered into the occupation of the land, for the use of the land?—Decidedly so.

1121. Then, whether the use of the land had been purchased at £1 or £100, its actual letting value to the tenant, without reference to the fine, should be the criterion of value?—The criterion of the Act is the rent which may be reasonably or probably expected from a solvent tenant.

1122. No allowance being made for the payment of the fine?—No allowance being made for the payment of the fine.

1123. Then do you still adhere to the opinion, that in ascertaining the fair letting value of land in Ireland, ascertained according to the strict meaning of the Act of Parliament, the rent actually paid by the tenant should be taken as the criterion of the value of those lands, or that the value should be ascertained without reference to local customs connected with the tenant-right?—I apprehend it must depend upon the letting value according to the custom of the country; and if a person was valued upon the net value of land at a higher rent than was the custom of the country, he would have a good right of appeal.

1124. Mr. *Vesey*.] In a district where tenant-right does not exist, is not the rent higher than in a district where it does exist, upon lands of equal value?—Undoubtedly so.

1125. Then in a district where tenant-right does not exist, will not the valuation for the poor law be higher than in the district where it does exist?—I think so.

1126. Then do you not conceive that according to that, the poor law valuation will not be uniform in all the districts of Ireland?—I am quite prepared to admit that, but in valuing land for taxation you must construe the Act of Parliament rigidly; and there is no section in the Act which appears to me to contemplate the existence of tenant-right.

1127. Then under this Act of Parliament do you conceive it will be impossible to have a uniform poor law valuation throughout all parts of Ireland?—So far as tenant-right affects the letting value, to that extent it would disturb the valuation.

1128. Then as tenant-right does affect the letting value, is it not the case that the poor law valuation, under the existing Act, cannot be uniform?—Just as in one part of Ireland the utmost possible competition raises the rent from year to year unreasonably high, so in another part of Ireland, where rents are low, the valuation must follow the custom of the country; in other words, it must correspond with the letting value.

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1129. But is it not the case, that in districts of Ireland, quite irrespective of competition value, the rents will be higher where tenant-right does not exist than where it does exist?—I should say, under the previous definitions I have given of rent, viz., the proportion of the produce of the soil paid to the landlord, the portion of the landlord is less in the north than in the south.

1130. Suppose a landlord had a property in the south, where tenant-right does not exist, the same landlord having property in the north, where tenant-right does exist, and that his lands upon both properties are let upon the same principle, would not the poor law valuation, according to your former answer, be higher upon the property in the south than it would upon that in the north?—Yes, the poor law valuation depends upon the rent which may probably be expected from a solvent tenant from year to year; and as such rent is lower in the north than in the south, undoubtedly it would be so.

1131. Therefore the poor law valuation will be higher in the south than it will be in the north, upon the same quality of land?—Of course it will.

1132. And therefore under this Act of Parliament the poor law valuation cannot be uniform throughout all parts of Ireland?—It will be uniform to the extent to which rents are uniform, neither more nor less.

1133. And as rents are not uniform, it cannot be uniform?—It cannot be uniform; and it is not, that I am aware of, at all desirable that it should be so in that sense.

1134. Mr. Colquhoun.] Do the Committee rightly apprehend your views of tenant-right to be these, that in some cases where competition is intense in the north of Ireland, tenant-right is paid, even though no permanent improvements have been made in the farm; but that the majority

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of cases being those in which permanent improvements have been made by the tenant, tenant-right may be taken to indicate the repayment of the capital of the outgoing tenant, which has been laid out by him, that sum being repaid by the incoming tenant, and the rent being in such cases lower than those in England, where the rent represents not only the letting value of the soil, but the profit to the landlord of the capital he has laid out in buildings and permanent improvements?—Tenant-right will result from either of two causes; first, low rents with reference to value; second, extensive improvements. If land worth £2 an acre is let for £1 an acre, the difference between the two will be given by the incoming tenant, whether that has been from the original state of the soil, or whether that difference of £1 an acre has been produced by drainage or other agricultural improvements.

1135. In the one of these cases tenant-right is perfectly intelligible; one can understand why, if the value of the soil has been raised from £1 to £2 an acre, by the permanent improvements of the tenant, the tenant should receive, in the shape of tenant-right, the repayment of the capital which he has so invested in the soil; but if he has made no such improvements, why should the landlord, in the commencement of the custom of the country, which custom I presume must have had some basis, why should the landlord not ask for his soil, worth £2 an acre, the actual value of £2?—I am endeavouring to explain to the Committee the custom of tenant-right as I find it; but I can at the same time understand that a certain interest in the soil may have belonged to the tenant at the period of the first colonization under James I.

1136. *Chairman.*] Is it not clear from what you have stated, that a certain amount of the value of the land, whether receivable by the landlord or by the tenant, will not be subjected to local taxation in the north of Ireland?—Clearly so.

1137. That that portion of the value of the soil which is received by the landlord in the form of increased rent in the south of Ireland will be taxed, while that portion of the value of the soil which exists in the shape of tenant-right

in the north, will escape taxation?—Certainly, and does  
 escape taxation.

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1138. Mr. *Colquhoun*.] But do you know as a matter of fact whether the permanent improvements in the north of Ireland have been made in general by the tenants or by the landlords?—I should say that agricultural improvements have been made almost exclusively by the tenants. There are, of course, exceptions to that rule. I would mention Sir Robert Ferguson, who has drained very extensively, as an exception.

1139. My question refers rather to past times than to the present; to those times, namely, in which the custom of tenant-right may be supposed to have taken its rise?—I should say universally by the tenants.

1140. May we not infer that whereas in England and Scotland the landlord has generally invested a certain amount of capital in permanent improvements upon his land, and in letting that land receives in the shape of rent that value which is strictly termed rent, as well as the interest for that invested capital, in the north of Ireland, on the other hand, the tenant having advanced the capital, expects and receives his repayment through the medium of what custom terms tenant-right?—That is the theoretical view of the question, but in point of fact there are further exceptions.

1141. That is to say, the custom of the country, being established, subjects to its influence a great number of those cases which ought to be exceptions from such a theory, but which, in fact, fall under the usage of the country?—I do not myself feel at all sure that tenant-right may not have existed previous to almost any improvements beyond the mere mud dwelling of the occupier.

1142. And in such a case, would you not infer that tenant-right, or a payment for the possession of the land, must have sprung from the intense competition for land, leaving parties to pay to the out-going tenant a sum which should induce him to leave the land in his possession?—I think I can offer a more probable view of the question: the early settlers were stationed in a hostile country, and could only tempt their retainers to come over or to remain by granting permanent advantages in return for the protec-

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tion they afforded the first chief occupiers. It may, in fact, have been a species of feudal tenure.

1143. But under such a theory, would not the tenant-right be a payment either by the landlord to the tenant, or by the tenant to the landlord, not by one tenant to the other?—It became the custom of the country to exact a very low rent; subsequently competition for land increased the value of that rent, but the landlord did not feel it advisable, or possibly even safe, to increase that rent. We must remember, in considering the question of tenant-right, that the north of Ireland has not been, during all periods, a country in which it would have been safe for a landed proprietor to break through existing customs.

1144. *Chairman.*] If you found in the south of Ireland that in a large district leases had been given a century and a half ago to all the tenantry upon the estate, from precisely the same causes which you have stated in respect of the north, the inducement of the settlement of respectable yeomanry upon the estate, would you value such lands at the rents which were payable to the landlord, although those rents would be much below the actual letting value of the land?—I should go, as I before stated, as a mere question of law, simply by the words of the Act of Parliament, viz.: the rent which might reasonably have been expected from a solvent tenant from year to year.

1145. *Mr. Vesey.*] Quite irrespective of the present value of the land?—No, on the contrary, I mean closely following the letting value of the land. I mean in the case of a district in which there are old leases, let us assume at 10s. an acre, I should disregard those leases.

1146. *Chairman.*] You would disregard those leases, and value the ground according to the letting value?—Yes.

1147. Then in the north of Ireland, where the tenant-right may be taken to be equivalent to the possession of a certain interest in the land by the tenant, equivalent to his having a lease, why should you not proceed upon the same basis of valuation, and value the lands there at the actual letting value, as they would let had the tenant no lease or no right of sale?—I am quite prepared to express my opinion that a tenant would have a right of appeal from a

valuation constructed upon such a principle, as being contrary to the terms of the Act; the rent only being the test, not a varying custom.

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1148. But in the case of the south the rent would be much below the letting value of the ground, and therefore you would neglect the rent?—In the one case it is a payment from year to year, in the other for a term of years.

1149. Still, in the case of the north the payment from year to year is considered by the person who purchases the property as equivalent to a term, or he would not lay out his money?—I have before observed that all purchases of land in the north are regulated upon the principle adopted by the Act of Parliament, and that the purchaser of an estate in the north knows he cannot and dare not raise the rent of his estate to the utmost competition value.

1150. Supposing that a landlord in the north of Ireland is obliged to evict his tenant by a process of law, and that the tenant does not sell his tenant-right or cannot sell his tenant-right, would not the landlord be considered fully at liberty to let his land at a higher rent than the former tenant had paid for it?—He would not; he would allow the out-going tenant the full value of his tenant-right, deducting the arrears due to him as landlord, and would then relet the land on the same terms as before.

1151. Lord *Courtenay*.] It would not in any case be added to the rent?—It would not.

1152. Mr. *Vesey*.] Would he receive from the incoming tenant the tenant-right he deducted the arrears from?—Yes; in other words, if the tenant had to receive for ten acres of land £50 as tenant-right, and he owed to his landlord £30, he would be allowed to receive £20 as the difference due to him.

1153. Then what would be the course the landlord would take with regard to the in-coming tenant to whom he would fresh let the land?—He would charge him precisely the same rent as the out-going tenant paid.

1154. Then would he ask from the in-coming tenant the same he had received from the man he had ejected?—He would allow the out-going tenant to make his own bargain with the in-coming tenant, and he would not interpose

A. Senior, Esq. p. 82. further than by exercising a veto, if he had any personal objection to the in-coming tenant.

1155. Do I understand from you that the landlord does not actually choose the in-coming tenant, but it is a bargain between the man who is ejected and the man who is coming in?—Entirely so; the usual form which appears is an advertisement, headed “Farm for Sale,” issued by the outgoing tenant who is in want of a purchaser. Under this system, therefore, there are almost no arrears of rent.

1156. Lord *Courtenay*.] That is called “Farm for sale?”—Yes.

1157–8. Even though the tenant has no lease?—Yes.

SIR R. FERGUSON, M. P.

Sir R. Ferguson, M. P.  
Townland  
Valuation  
Committee.  
p. 39.

478. “Most of the landlords near me are attempting to reduce tenant-right to something *in reason*, say three years’ rent, and giving an allowance besides, if the houses are in particularly good order, or other particular circumstances. Tenant-right is not equal everywhere; it depends a good deal on the character of individual proprietors.”



THEOPHILUS JONES, *Assistant Barrister, County Down.*

*Question 38.* Are there not frequently large sums paid, by persons desirous of procuring land, for the good-will of the tenant, desirous of disposing of that land without any tenure beyond a tenancy-at-will?—Certainly, frequently.

Th. Jones.  
Land Com.  
Report.  
p. 17.

39. Can you state any instances of it?—No, I cannot state the particulars; but they have frequently presented themselves to my notice, and surprised me much. I cannot state the amount; but this I can state—when the land is let at a rack-rent, and from year to year, the tenant can sell his interest for a considerable sum.

40. The mere possession?—Yes.

41. Does that sum vary proportionally according to the condition of the land and the condition of the houses?—I suppose it does, and according to the amount of the rent charged; but, at the very highest rent, the tenant can sell his interest for a large price.

42. Did some cases of that kind come under your knowledge in Leitrim?—It is so long since I left the county of Leitrim, that I cannot speak to that; but these cases came under my knowledge when engaged in the registry; and I was not so engaged in the county of Leitrim.

43. Do we understand you to say that a considerable sum is frequently paid for an opportunity—if I may so express it—of getting into possession of the land, without reference at all to the beneficial nature of the lease?—I think so: to get possession of the land is the object.

Mr. GRIFFITH, *Government Engineer and Valuator.*

68. Do you consider that in the county of Armagh the tenure being at will creates any want of confidence between the landlord and the tenant?—I think it does not; and I am aware of a great number of instances where very considerable sums of money have been given for what is called

Mr. Griffith.  
Land Com.  
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Mr. Griffith.  
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continued.

the tenant-right to a farm held at will; thus a tenant wishing to leave the country sells his tenant-right to his farm to another. I have known as high as twenty pounds an acre given for the purchase of the tenant-right.

69. Have you heard of that occurring in other parts of Ireland?—I have, but not to the same extent. I have heard of it in Fermanagh and neighbouring counties.

70. Mention the counties in which you know that practice to prevail?—The counties in which I know it to prevail are, Armagh, Down, Fermanagh, Tyrone, and Sligo. It prevails to a certain extent in the adjoining counties, but not to the same extent as it does in these, as far as I am aware.

71. Can you state whether that payment has reference to possession alone, or whether it also has reference to improvements which may have taken place?—I believe to possession alone; in some instances it may have regard to improvements, but generally it is for possession alone.

72. In the case of a landlord resuming his land, is there any custom of making any payment of that kind?—It is usual for the landlord to pay the full amount of what the tenant could obtain from others for the tenant-right.

73. Have you observed these purchases made, even where the outgoing tenant was giving at the time a high rent?—I have known it in the county of Armagh, where I conceived that the rent paid was a full rent, one-third above my valuation.

74. And yet a large sum is paid for the privilege of paying that rent?—It was, but much more is given for a tenant-right upon one estate than another; the amount frequently depends upon the character of the landlord or of the family.

75. Are you acquainted with the county of Monaghan sufficiently to enable you to say whether that usage prevails there?—I think not, but I am not certain.

76. I believe your valuation is not altogether extended to the south of Ireland?—It is not.

77. Are you as well acquainted with the south as the north of Ireland?—I am generally acquainted with Ireland. As conductor of the boundary department of the ordnance survey of Ireland, it was necessary to visit every part of it;

and also in making my geological survey of the counties. I may say I have walked over the greater part of Ireland, more than once, and as much in the south as in the north.

Mr. Griffith.  
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continued.

78. Are you able to state whether this tenant-right prevails in the south of Ireland?—I believe not; there is generally a lease tenure in the south of Ireland, that is in Munster. In the county of Wicklow upon some of the estates, the tenants are mere tenants-at-will; upon other estates there are leases. Upon Lord Fitzwilliam's estate the tenants for the most part hold at will.

79. In the county of Tipperary, can you say whether the tenant-right prevails there?—The tenants generally hold under leases there; but the tenant-right does prevail to so great an extent that few are bold enough to take the land where a tenant has been dispossessed.

80. Does anything of the kind prevail in the west, as at King William's Town, the crown property in the county of Cork?—No, the tenants there hold at will; but they would not be allowed to dispose of their farms without the permission of the Board of Woods and Forests.

83. In the county of Tipperary is there any particular district much sub-divided?—I think not, beyond the precincts of towns.

84. In your opinion is the system of purchasing the tenant-right a good system?—I think it cannot be considered a bad system. A man who purchases a tenant-right must intend to cultivate the land well, and pay his rent well, or he would not make the purchase.

85. Has it not the effect of absorbing his capital?—It would have that effect only. The extent of the farm is so small that a man is able to cultivate it with his own hands, and does not require much capital, four or five acres being the usual extent.

86. Can you state whether from the prevalence of that custom or usage, there is any feeling of insecurity on the part of those who make a purchase, on account of there being no lease?—I think not, provided the landlord or his agent gives his permission.

87. Is the tenant-right ever purchased without that permission?—It may be, and frequently is; but there is not the same security.

Mr. Griffith.  
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continued.

88. Do instances frequently occur in which the landlord does not adopt the person who has so purchased the tenant-right?—I cannot speak positively to that fact, but there is great anxiety and interest made to get their consent.

89. It is usually done with the consent of the landlord? —That is usually the case.

Mr. HANCOCK, *Agent to Lord Lurgan, Counties Armagh, Down, and Antrim.*

Mr. Hancock  
Land Com.  
Report.  
p. 483.

37, 38..... much of our Ulster prosperity has been the result of this extraordinary matter (viz. tenant-right) in connexion with tenure, and no measure would have a greater effect in improving the condition of the south and west, than the introduction of tenant-right, as it exists in Ulster. I consider tenant-right the claim of the tenant and his heirs to continue in undisturbed possession, so long as the rent is paid; and in the event of ejection, or change of occupancy, it is the sum the new occupier must pay the old, for the peaceable enjoyment of his holding. I consider tenant-right beneficial to the community, because it establishes a security in the possession of land, and leads to the improvement of the estate, without any expenditure of capital on the part of the landlord. It likewise affords the best security for his rent, as arrears are always allowed to be deducted from the amount the occupier receives for tenant-right. It is very conducive to the peace of the country, for almost every man has a stake in the community, and is therefore opposed to agrarian outrages as well as riots. The laws are more respected; there are none of those reckless daring men who are ready for any deed, under the consciousness that their situation cannot be worse; the liberty of the subject is more respected; and imprisonment has greater terrors, from the fact that almost any tenant can procure bail for his future appearance in court, or his future good behaviour. There is never any instance of forfeited recognizance. An arrest is, therefore, a much more serious matter in this than in other parts of Ireland; for, as there is less risk (from his stake) of the offender flying, so here the degradation is more keenly felt, and parties often subscribe and bring actions

against magistrates for false arrest and imprisonment; whereas, where no tenant-right exists, the first step is the arrest, to prevent escape; and secondly, the consideration of the cause. Imprisonment and contamination with bad characters are thus more frequent. The magistrates cannot have the same respect for the liberty of the subject; and when acts of oppression occur, revenge is taken, not by an appeal to the civil court for damages, but by combination and an appeal to force, waylaying, and murder. The necessity of distress for rent, a fruitful source of riots and broken heads, is also obviated by the tenant-right, as there is no danger of loss of arrears.

(See Class No. III., page lxxx., for the rest of Mr. Hancock's evidence.)

Mr. Hancock  
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continued.

*Captain GEORGE D. CRANFIELD, Agent to Powerscourt Estate, County Tyrone.*

35. Is the tenant-right, or sale of good-will, prevalent in the district, and is it recognised by the landlord?—It is prevalent, and the landlord is aware of it, and does not object to it. It is to a very great extent upon the Benburb estate.

Capt. George  
D. Cranfield.  
Land Com.  
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36. What, in your opinion, is the effect of the custom?—I think there is a manifest benefit to the tenant; and I think in some respects a benefit to the landlord, and in others a disadvantage. I think with respect to the landlord, his rent is always secured. In other places, if the tenant is threatened with an ejectment, he gathers up every thing he can and runs away. Under this system I know the tenants are most anxious, if served with an ejectment, to make a settlement at once. I think the advantage to the landlord is the security of his rent. If a tenant does go away, there are many ready to pay up the arrears. On the other hand, there is a bar to improvement; if the landlord wishes, for example, to get gentry upon his estate, how is he to do it? He must purchase his estate over again. He could not put eight or ten tenants out, and make a good large farm for a respectable person to reside upon, without

Capt. George  
D. Cranfield.  
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continued.

either breaking through the custom or re-purchasing his estate.

37. What is the value of the tenant-right, compared to the year's rent or the acre?—Until lately it was about £10 an acre; it is now decreasing.

38. For what reason?—Owing to the depreciation of the produce.

39. Has there been any attempt on the part of the landlord to regulate it?—Yes.

40. What steps have been taken?—Merely to fix the maximum; he fixed £8 an acre last year.

C. H. KENNEDY, Esq., *Estate Agent, Henrietta-street.*

C. H. Ken-  
nedy, Esq.  
Land Com.  
Report.  
p. 984.

31. State whether the tenant-right exists, whether it is acknowledged by the landlords, what may be its value, and how the funds arising from it are generally applied?—The sale of tenant-right is almost universally acknowledged in this part of the country. The payment is made to the outgoing tenant. Where the late tenant is in arrear, however, the arrear is paid out of the fund created by the sale of the tenant-right. The effect of acknowledging the equitable right of the tenant to a return for his investment by the sale of his good-will, is only beneficial in the absence of some better regulated principle for securing to the tenant a just return for his improvements, as otherwise he would not make them. And under the existing circumstances in which property is found in this country, until some general measure shall be adopted securing to the tenant such an equitable return, I cannot see how the existing custom of selling the tenant-right, or "good-will," as it is not inaptly called, can be prevented in practice, or questioned in equity. The system is, however, liable to great abuses, as the idle unimproving tenant is by it put on the same footing as the industrious improver. In my opinion, the recognised tenant-right is in practice as valuable to the tenant as any length of lease which is likely to be granted to him, but it certainly confuses the rights of property in a very objectionable manner. I can only consider it as a co-partnership of the tenant in such interest as the landlord may possess in

his estate, arising from the fact that the permanent improvements, such as they are, have usually been effected by the occupying tenant, whilst the soil, with all its latent properties and capabilities, belongs to the landlord. The average value of the tenant-right amongst the old land tenants on the Glenfin estate, is about eleven years' purchase of the rent of the land sold since 1838; and that of the new land tenants for their interest in their lease of twenty-one years, about 14s. an acre. The value of the tenant-right seems to be increasing, and I do not think it is affected at all by the tenure. It is rare to see a tenant dispose of his farm, unless to pay off the debts which the security of his tenant-right enables him to contract, and in general but little remains to himself after satisfying his numerous creditors.

C. H. Kennedy, Esq.  
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continued.

Mr. TICKELL, *Assistant Barrister, County Armagh.*

10. Have you any opportunity of knowing whether a considerable proportion of the eases (ejectment eases) in which decrees are made are carried into effect?—There is in the county Armagh a very intelligent Sub-Sheriff, Mr. McKinstry, and he informed his brother, the Deputy Clerk of the Peace, that the number of warrants signed by him as Sub-Sheriff, in the last five years, was, according to his knowledge about seventy in each year; and that of these seventy he thought not more than one-fourth were put in force so as to cause a change of tenancy; certainly not more than one-third. The county Armagh is peculiarly situated as to these ejectment processes; it is a small but extremely populous county, and cut up more in very small divisions than any other one I believe, in Ireland. I should suppose that the average size of the farms in the county Armagh cannot exceed above five or six Irish acres, or ten or twelve English ones. The state of many parts of it I believe to be as different from that of some other remote parts of Ireland, as the state of parts of France is different from that of many parts of England.

Mr. Tickell.  
Land Com.  
Report.  
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11. In what do you conceive the difference to consist?—The extreme sub-division of land in most parts of the county, the existence in it of the linen manufacture, the superior condition of most of its inhabitants, and the large

Mr. Tickell.  
p. 49, 50.  
continued.

sums which are given for the tenant-right, as it is called, of farms. This tenant-right does not exist, I believe, to anything like the same extent in any of the southern or western counties. In the county Armagh, for a long time it was, on an average, as I have heard, worth from £10 to £13 per acre. The Deputy Clerk of the Peace, Mr. M'Kinstry, who knows the country extremely well, still estimates it at from £10 to £13 per acre, where the holding is under one of the great proprietors. I have heard of it bringing in a few instances and in peculiar cases a sum which I think if the property had been in the south of Ireland, would very nearly have purchased the fee simple. Latterly, in consequence of the depression in price of agricultural produce, I have heard that the value of the tenant-right has fallen somewhat. I have not however much doubt, from every thing I have heard, but that if Lord Charlemont, for instance, were to execute a lease to-morrow of a farm of his in the county of Armagh, and if it were known that the interest under that lease was to be sold, the lessee would have plenty of bidders offering him £7 or £8 per acre for it. The system, in my opinion, must have an injurious effect upon the cultivation of the land, for the money that is paid for the good will comes out of the pocket of the incoming tenant, and is taken from the individual who ought to have it to enable him to cultivate his farm to advantage. The system, however, I believe, is now too long established to be easily changed. I have registered the county twice, and it has often made it an exceedingly difficult question for me to know how to deal with the elective franchise, depending as it does, upon the clear yearly value of the premises. The rent which the farmer, *qua* farmer, could afford to pay, would not alone evidence or be an exact measure of the value of the farm. In some instances in which I thought the rent a full and fair one, considerable sums, amounting to £60, £70, or perhaps £80, had been given for the tenant-right.

12. The sum was treated in the nature of a fine upon the granting of a lease?—Yes; but in none of those cases does the money go into the landlord's pocket, save such part as may be necessary to clear off any existing arrear of rent.

13. Does the tenant-right extend in Armagh to lessees



as well as tenants-at-will?—It does, and the tenant-right is more valuable to the lessee in many cases.

Mr. Tickell.  
p. 49, 50.  
continued.

14. You say this sort of dealing takes place immediately upon the execution of the lease; in that case it must be by way of prospective improvement, more than any immediate advantage?—I think the dealing in almost all cases takes place more with a view to present convenience and advantage than to prospective improvements.

15. Can you state whether the rate of purchase of the tenant-right differs much in cases of lessees from that of tenants-at-will?—I should think not much in ordinary cases of farms held under the great proprietors, and not held under very old leases. In a case which occurred before me two or three years ago, it was proved that a man had given upon the old taking £10 per acre, for getting possession from the lessee with the assent of the landlord; in that case I believe the old lease had been evicted and no new one had been actually executed, but the transaction being with the sanction of the landlord, his word was deemed equivalent to a lease.

16. Was there a promise of a lease?—Yes, and the landlord with a view, I believe, to prevent the system of paying more than the land was essentially worth, had desired his agent (as he told me) to prevent on that part of the property more than £10 an acre from being given, and it appeared in the case to which I allude, that, in truth, not only was the £10 given, but, without the knowledge of the agent or landlord, the incoming tenant had privately given or agreed to give £3 additional per acre. The difference between the rate of purchase of the tenant-right of the lessee and that of mere tenants-at-will must of course depend a good deal upon the rent which was originally reserved, and the improvement which has subsequently taken place. For instance, upon Lord Charlemont's estate, (who has a considerable part of mountain property,) there was let with small portions of arable land, formerly perhaps not amounting to more than two or three acres, a portion of mountain called a grazing. The increase of the population and the industry of the tenants have been such that these grazings have been brought, in a great many instances, into cultivation; and when an old lease of land like this expires, there may be

Mr. Tickell.  
p. 49, 50.  
continued.

then perhaps twenty arable acres where there were only two or three such acres at the commencement of it. The original rent in cases of this description was exceedingly small, and pending such a lease, more would be given for the tenant-right than would be given for a tenancy from year to year.

17. In the case of two farms the rent of which, and the quality of the land in which, are pretty nearly equal, the fact of it being a lease in the one case entitles the parties to expect an additional rate of purchase?—If the dealing take place under the sanction of such landlords as Lords Charlemont and Gosford, or under any of the great proprietors, that would not, I believe, from every thing I have heard, at least to any considerable extent, be the case. In the county of Armagh, as elsewhere, there are some, I dare say, whose characters do not stand so high as landlords as those I have mentioned, and I think that more would be given for the tenant-right of lands held under them by lease than if the lands were held only at will; but where a dealing takes place with the approbation and sanction of any of the great proprietors, and a man is put into possession as tenant from year to year, he having paid a certain sum of money for the good will of the outgoing tenant, he looks upon himself, I believe, as secure as if he had a lease, from being evicted from the lands, without being allowed to get back by a similar kind of dealing the money he had paid for the lands or had laid out in improvements.

18. It is considered a point of honor with the landlords?—Yes, I believe so.

19. And the same with the tenants?—I believe so.

20. Have any such contracts between tenants ever become the subject of legal investigation?—Not directly in the assistant barrister's court, as between landlord and tenant, though they have collaterally, as between the tenants themselves. I would not have spoken with regard to them as fully as I have done, if I had not twice registered the county, and had been obliged in both cases to obtain information as to the leases and the general circumstances of the county in respect of the value of the lands in it and the system of leasing.

21. As far as your experience as a lawyer goes, have

those agreements, for such they are, frequently or ever become the subject of discussion in the courts, in order to enforce them?—But seldom on the contract itself. Actions are brought frequently on the notes or securities passed for the purchase money, when, perhaps the defendant sets off a payment of rent made by him to the head landlord, which he insists that, according to the contract, the plaintiff ought to have paid; this leads to a discussion of the original contract. Balances of the purchase money remaining due are also sued for from time to time, and also lead to inquiry into the original contract.

Mr. Tickell.  
p. 49, 50.  
continued.

22. Have you ever known of any instance in which this contract between the incoming and outgoing tenants having been made without the previous sanction of the landlord, the landlord has had occasion to resort to legal proceedings to keep out the proposed tenant?—I am quite sure it must have arisen, and I think I have known it arise; the instances are, I believe rare; the ordinary transaction is so common and so well understood in the county, that I think very little litigation has arisen in the civil bill court upon the subject.

23. In by far the great majority of cases the landlord's previous sanction is obtained?—I believe so, in cases of tenancies-at-will, and generally before the tenant pays the money, unless there be a lease and no non-alienation clause in it.

24. Do they often purchase the tenant-right, in the case of a lease, without asking the landlord's permission?—I cannot say positively, but I believe they do very often; they also subdivide their farms in order to give portions of the land to their children, and this they do when they have the power, I believe, without asking usually the landlord's permission.

25. You state you have registered the county twice over; can you state from the knowledge which that circumstance has given you, whether the rent, looking at the intrinsic value of the land, is high in that county?—As between middleman and occupier I should say the rents are very high, but I say so being accustomed to the county of Kildare, and being not a very competent judge on the subject. If you ask me whether they are high as between the head

Mr. Tickell.  
p. 49, 50.  
continued.

landlord and his immediate tenant, I should not say that they were so, generally, considering that the lands in a considerable portion of the county are of a very good quality, and that they appear to be cultivated with more energy and spirit than in many other parts of Ireland.

W. C. KYLE, Esq., *Secretary to Commissioners of Education (an incorporated body).*

W. C. Kyle,  
Esq.  
Land Com.  
Report.

30. Is there any feeling of preference in giving encouragement to the punctual tenant over one who is in arrear?—Yes; the feeling is to give encouragement to the tenant who is punctual.

31. Upon letting the lands to the occupying tenant upon the expiration of leases, have the board occasion to lessen the number and to dispossess many tenants, or are they able to locate all of them upon the lands?—They sometimes have occasion to get rid of some few, but they find it very difficult to purchase them out.

32. On what property has that occurred?—On the Duggan estate?—They got rid of some of them, but very few; many were located on a different part of the property.

33. Was that by giving them compensation or by ejection?—By compensation; but that was before my connexion with the board, and I cannot speak so accurately about it as Mr. Blacker can, who was the agent at the time they were evicted. He will be able to inform the commissioners.

34. Have the board the power of making leases to tenants?—I think they have.

35. Have any applications been made by the tenants for leases?—I think not. I should say they are very well satisfied. The commissioners, generally speaking, are very indulgent landlords: and the circumstance of the tenant-right selling so high, proves it.

36. It has a tendency to make them contented?—It shows they are satisfied.

37. What is the rate of sale of the tenant-right upon these estates?—The commissioners do not recognise any; they know it takes place, and that it is the custom of the country; all the commissioners reserve to themselves is the right to approve or disapprove of any tenant coming in; the

other is a matter between the parties themselves, to which the board is no party. W. C. Kyle.  
continued.

38. Have any cases occurred within your knowledge in which they have disapproved of the tenant proposed?—  
Yes.

39. What has been the effect of that?—As it has come within my own knowledge, I had better state the entire facts; it occurred very lately. There was a small farm sold in the county of Armagh some months ago, and the rule of the board is, that no tenant shall be allowed to dispose of his holding except to persons approved of by the board. The anxiety to get land is very great. A person about to sell, put up his land to auction in the country among themselves (not a regular auction of course) before it was communicated to the agent, and before he knew any thing at all about it. One person agreed to give a certain sum, and actually paid something on account. In the mean time the report of the agent came up, and a different person was approved of by the commissioners as their tenant. A great deal of correspondence, and a great many memorials came to the commissioners. In consequence of this we knew what the sum paid was; it came incidentally to our knowledge.

40. What was it?—It was about £160 for the tenant-right of something about ten acres, with a good house upon it, the rent being under £1 an acre,—lower than upon the neighbouring estates; it came merely incidentally before me, when I went down to investigate it. I was sent down to examine it on the spot, and to have all the parties before me, and make my report to the commissioners. I found that the person of whom the board had approved as the tenant, although he was willing to give £160 for the tenant-right, and pay the rent, was very active in getting up a memorial, which reached me before I left town, for a reduction of rent. I took this memorial with me, and asked him to reconcile his giving £16 an acre for the land, whilst he said by the memorial the rent was too high. He could not answer that. I found he had been very active in collecting signatures to the memorial for a reduction of rent; he was otherwise in every respect a good tenant; he was a very solvent man, worth several hundred pounds;

W. C. Kyle.  
continued.

he had a shop besides his farm. On my reporting a detail of the case to the commissioners, they were determined to mark their displeasure as to his inconsistent conduct, and withdrew their permission for his becoming their tenant, and allowed the other candidate to become possessor of the farm.

41. Was the sum offered by each of the candidates equal?—I am not quite sure that it was; I think the one who got it offered less than the one the board first approved of; but that was not an element in their consideration.

42. When they originally selected a person, had the other offered as much as the one they first selected?—I believe so; but that the board knew only incidentally afterwards; but it was a race between them to get the land.

43. Has any case come within your knowledge in which the person to whom the tenant wished to sell his right was finally rejected by the board?—I do not recollect at present that there is any instance of that kind.

44. Do you know any instance where the tenant could have got more from another man than he did from the man selected by the board?—I cannot say that. The price does not come before the board; they set their face against knowing any thing about it; they do not wish to know anything about it; they are aware that it exists; it is the custom of the country.

45. They take no means to restrict or increase it?—It is well known that they would not allow beyond a certain sum upon any estate. I found there was a rule to that effect.

46. How was the sum ascertained?—By the report of the agent. For instance, on the Dungannon School estate Mr. Blacker reported, as well as I recollect, that no more than £6 an acre should be allowed to be paid by one tenant to another for his tenant-right.

47. Do you know upon what he fixed that rate of price? No, I do not.

SHARMAN CRAWFORD, M.P.

Sharman  
Crawford.  
Land Com.  
Report.  
p. 197.

79. Does what is called the tenant-right prevail upon your property?—Yes, to a very large extent. By the

tenant-right, I mean the selling by the occupier of his interest in the occupation.

Sharman  
Crawford.  
continued.

80. Does it sell for a large amount upon your estate?—Yes, it does. I have reason to know that it has sold at from £20 to £30 an acre.

81. The rent of the acre being how much?—The rent of the acre being £1 or £1 5s.

82. In the instances to which you allude, can you state whether the parties were tenants from year to year or lessces?—In some cases they were lessces, and in other cases tenants upon leases shortly to expire, and in some cases tenants-at-will. In such cases the purchaser would come to me and simply ask whether I would accept of him as standing in the place of the tenant who was going out of possession. That was the only question that would be asked of me, and no engagement required from me as to what rent I should charge.

83. Is that the usual way in which a tenant who is in arrear, on quitting the land, discharges the arrear due to his landlord?—Frequently it is.

84. That practice prevailing extensively in the north of Ireland, does not it seem to imply a great security of tenure on the part of persons who give that high rate?—It implies great confidence in the landlord, and it only exists upon estates where there is that confidence in the landlord.

MR. JAMES HARSHAW, *Co. Armagh.*

42. Is tenant right prevalent in your district?—I think it is.

James Harshaw.  
Land Com.  
Report.

43. To whom is the purchase money in that case paid?—To the tenant.

44. Is it recognised by the landlords in general?—I think so; but on large estates generally there is a maximum price fixed by the landlord, and the landlords require permission to be asked in each individual case. The landlord or agent also selects the tenant.

45. What is your opinion of the effect of it upon the country?—I think it has a good effect. The tenant acquires a right in the land, and he feels disposed to improve, because he believes he will be permitted to sell his interest.

46. When a landlord resumes the possession of a farm

James Harshaw.  
continued.

for his own use, and not to let again, does he feel himself bound to pay the tenant-right to the tenant going out?—I think he does, though there are some exceptions.

47. What should you say was the value of the tenant-right, compared with the year's rent, or by the acre?—It sells at from £10 to £25 an acre.

48. Is it according to the value of the acre, or is it affected by the tenure?—It is affected by the rent, and by the tenure also.

49. Is the value of the tenant-right increasing or decreasing?—Latterly there has been a pressure upon agricultural produce, and consequently I think it has decreased, and the decreasing still continues.

50. Has there been any great consolidation of farms in your neighbourhood?—No, not much.

51. Has there been any case of the ejection of tenants without their receiving an allowance for the tenant-right?—I do not know of any, or at least very few.

52. Is there any great subdivision or subletting of farms going on?—There is.

Mr. KINMOUTH, *Co. Armagh.*

Mr. Kinmouth.  
Land Com.  
Report.  
p. 413.

60. Is the tenant-right prevalent in the district?—It is.

61. What is your opinion of the effect of it?—I should think that it gives the tenant an interest in the land, and it encourages him to improve.

82. What should you say was the value of the tenant-right, taking it by the year's rent or by the acre?—By the acre, £10.

63. Was there any attempt made to fix the price on Colonel Close's estate?—Ten pounds is what is allowed; but the landlord must be satisfied with the tenant. It sometimes rises to a great deal more, sometimes as high as £15; but £10 is the average of what is allowed.

64. Is the value of it increasing or decreasing?—Increasing, on our estate.

65. How do you account for that increase?—They have found out that Colonel Close is a good landlord. It may not be the case all over the country. It is decreasing in other parts.



66. How far do you consider it affected by the tenure ; how much higher would the tenant-right of land, held on lease, sell for, compared to land held at will ?—I should think £5 an acre. Mr. Kinmouth,  
p. 413.

67. If a tenant has a good character, and is a solvent person, is it usual for the landlord, from any other motive, to refuse his consent ?—He would refuse his consent, if he was a stranger to the country. I always have given a preference to any one having land adjoining.

68. Although the money offered by the stranger might be more ?—Yes ; he would not be encouraged. It is to get the farms enlarged.

Mr. RUDDELL, *Farmer and Shop-keeper, Co. Armagh.*

23. Is the tenant-right prevalent in the district with which you are connected, and to whom is the purchase-money paid ?—The tenant right prevails in the district, and the purchase money is always paid to the out-going tenant. Mr. Ruddell,  
Land Com.  
Report,  
p. 490.

24. Is the value of it increasing or decreasing ?—I think it is rather decreasing ; but I suppose not just so much in our neighbourhood as it is in other places, because it is in a manufacturing district, and our farms are small. The land sells higher than it does in other parts of the country, where they are trusting to the produce of the land.

25. How many years' rent or how much an acre does it generally sell for ?—There are several circumstances connected with the sale of ground which either prove advantageous or disadvantageous ; but I think that land about us would bring from about £10 to £18, owing to the way it is circumstanced ; but the rent varies generally.

26. Supposing £10 to be the sum, what rent would the land be paying ?—Land that is paying 25s. an acre might sell at just the money I have stated, supposing it was circumstanced in a general kind of way for land in our county. The farms are small, and people are very willing to enlarge them, in order to make their interest more secure. They would be afraid, if the farm was small, that some change might come that might be the means of injuring them, and they would enlarge them, if possible ; and when opposition takes place in the purchase of a small piece of ground, in that way, it is often paid for beyond the value.

Mr. Ruddell, 27. Although the land might be small, so long as they  
p. 490. paid their rent, would they be disturbed?—No?; they would not be disturbed under Lord Lurgan, or any person who holds under him, no matter how small the farm, unless they were inclined to go themselves.

REV. F. BLAKELY, *Presbyterian Minister, Co. Down.*

Rev. F. 62. Tenant right sold for £10 to £15 per acre, and even  
Blakely, p. 511. £40; there was open competition then.

MR. MAXWELL, MR. PILSON, and MR. DAVIDSON.

Mr Maxwell, 75. Does the tenant-right exist in your districts?—[*Mr.*  
Pilson, and *Maxwell.*]—Yes; but it is very much going out. [*Mr.*  
Davidson. *Davidson.*]—In the neighbourhood I live in, the tenant-  
Land Com. right is considered a very important thing; and in my im-  
Report. mediate neighbourhood it would sell very nearly as high as  
p. 516, 517. a lease.

76. What is the general rate of sale. How many years' rent?—[*Mr. Maxwell.*]—It is often put upon the acre, and is generally bought at £10 an acre. [*Mr. Pilson.*]—I have known instances where it exceeded that [*Mr. Davidson.*]—It varies very much. Some few years ago, I think about seven years ago, I have known the tenant-right of leased land sell at from £15 to £20 an acre; and there was very little difference between the tenant-right of lands at will and lands held under a lease under an indulgent landlord. [*Mr. Maxwell.*]—That has become a very great evil. In many places it strips and impoverishes the tenant coming in, and does not put money, generally speaking, into the pocket of the person going out. I know one instance where a farm of twenty-one acres of Cunningham measure, a portion of a divided farm, the years in the original lease having expired, but one life in being at a very advanced age, the tenant-right was sold for £500, and the rent, payable by the acre upon that portion, was 12s. 6d.: lease considered of no value.

77. Is the tenant-right generally recognised by landlords, or is it restricted now in a greater degree than formerly?—It is recognised, but under restrictions.

78. What is the species of restrictions which the landlords usually impose?—It varies upon different estates.

[*Mr. Davidson*].—I think the tenant-right is restricted sometimes beyond what the tenant would think altogether just; for instance, the landlords claim to confine a person who is selling his tenant-right to a certain sum, say £10 an acre, whereas he could get £15 if he was allowed to sell it; in that case, the tenant who is selling thinks himself aggrieved. [*Mr. Pilson*].—I would observe, on that subject, a case may be supposed of an occupying tenant who is slovenly, and does not pay his rent satisfactorily, and suffers the farm to degenerate, the landlord having considerable trouble with him, wishes him to sell, and permits him to sell. He gets a very considerable sum of money for it, of which the in-coming tenant borrowed the greater part, which has exhausted his means, and he has not sufficient capital to carry on the farm.

Messrs. Maxwell, Pilson, and Davison.  
p. 516, 517.

49. Do you consider that the reduction of rent has kept pace with the depreciation of the produce of the farm. [*Mr. Maxwell*].—I should say not. [*Mr. Pilson*].—Certainly not; it has not fallen in proportion. [*Mr Maxwell*].—But there are other circumstances which cause the land to be of greater value—the improved cultivation. [*Mr. Pilson*].—That is decidedly the case; increased industry and improved cultivation have enabled the tenants to contend with the reduction of prices.

WILLIAM STEVENSON, Esq. *Belfas*.

90. Is the tenant-right usually recognised by landlords? Yes.

Wm. Stevenson,  
Land Com.  
Report.  
p. 530.

91. What in your opinion is the effect of that recognition of the tenant-right; is it beneficial or otherwise?—It is very advantageous; it is impossible to work an estate to advantage unless the landlord recognises it.

92. What is the usual value of the tenant-right, compared with the year's rent or the acreable value?—It varies very much; taking it over the country generally, I should say £12 the Cunningham acre in Down. It differs in Antrim; you would not get more than £8 in Antrim.

93. Is it usual for the landlord to object to the in-coming tenant?—The stipulation the landlord makes with his agent is, you are to please me as to the new tenant—see that he is a proper tenant.

94. Do political or religious considerations cause any

Wm. Steven- objections, as far as you know?—Not at all in this country;  
son,  
p. 530. there is very little here of that kind of objection; we are  
all Protestants and Presbyterians.

Mr. JAMES DAVISON, and Mr. JOHN MARTIN.

Mr. Jas. Da- 44. Is the tenant-right prevalent in your district, and  
vason & Mr. to whom is the purchase money paid?—If it is the purchase  
John Martin. money, it is given to the out-going tenant, of course, after  
Land Com. all arrears of rent are paid. [*Mr. Davison.*]—Yes.  
Report.  
p. 533.

45. Is that recognised by the landlord, and what, in your opinion, are the effects of it?—It has generally hitherto been recognised; but I understand some of them are beginning to question it a little.

46. What do you consider to be the effect of tenant-right in the district?—[*Mr. Martin.*]—For my part, I would consider it had a good effect.

47. In what way?—Upon the tenants improving their holdings, giving them encouragement to lay out capital upon them. [*Mr. Davison.*]—Certainly.

48. In what way do the landlords discountenance it?—Some of the landlords have turned out tenants without allowing them any thing whatever. [*Mr. Martin.*]—In such cases, it destroys the value of it.

Mr. ROBERT BROWN, *Ballymena, Co. Antrim.*

Mr. Robert 53. Is it your opinion that such a measure as Mr. Shar-  
Brown. man Crawford's is required in cases where the landlord and  
Land Com. tenant have mutual confidence in each other?—I would  
Report. say not; but there are cases of a great many holdings under  
p. 506. middlemen. I do not allude to gentlemen holding town-lands in perpetuity, and setting them out again; we find such persons as good as the chief landlords: but then there is another class who will, perhaps, hold forty or fifty acres at will, under the chief landlord, and sublet to poor people in five or six acres, charging them fifty, or seventy-five, or one hundred per cent., profit. This is contrary to the feeling of the chief landlord generally, but so it is. It is well known that our chief landlords like as little interference with their tenantry as possible, and they would rather look over it than notice it, but such things do exist, very injuriously to the poor people; and I know that many who hold under middlemen, hold at an exorbitant rent; and that

they are deterred from making any improvements, knowing they have no tenant-right in their little holdings, and knowing if they make any improvements, they will be taken advantage of by the man they immediately hold under; and that checks them from actually improving the land, and benefitting themselves.

Mr. Robert  
Brown,  
page 566.

54. Do you mean that tenant-right is not recognised by the parties described by you?—No, not to the parties holding under middlemen; I will give you an instance in point, of a gentleman, though a rich man, and holding a good deal of land, but under the denomination of a middleman still; I know one small holding of six acres that this gentleman had set to three tenants within the last ten or twelve years, and I have known them run away out of it, though it was set, with the exception of the rent for the house, as low as Lord Mountcashel would have done it. How can we account for this? It may be too much to say, that had those three tenants held under Lord Mountcashel they would have been there yet; but had they intended to have left it, they could have sold their tenant-right for at least £40. Now, I know of other cases where they are actually deterred from making the improvements they would do otherwise, and I will give you a case in point; I hold a field under a middleman, convenient to myself; it was a barren moor, you might call it, but I held it as convenient to my own house, and I knew as well then as I do now, that it was in great need of being drained, dug, and cultivated; but such was my feeling, believing that if I would improve it, that, upon the first opportunity, this middleman would pounce upon me, and charge an extra rent; I neither did the one nor the other, but kept it for my ducks and geese, and kept it in that way till I bought the tenant-right; and I now hold under the head landlord that same field, and I have drained it and dug it, at an expense of from £8 to £9 per acre, and had a splendid crop of turnips off it last year; and had I been holding it now under the middleman, I would neither have dug it nor drained it, nor had such a crop of turnips.

55. Had the middleman a lease?—No; he was tenant-at-will, as I am now; the difference is, I hold under a man I

have every confidence in, and I could sell my tenant-right to-morrow.

REV. B. MACAULEY, P. P. *Downpatrick*.

Rev. B.  
Macauley,  
Land Com.  
Report,  
page 573.

27. What, in Lecale, where you now reside, is the rate at which the tenant-right generally sells?—Ten pounds an acre. It would sell for more in many instances, if they got leave to sell to the highest bidder. But generally the landlord does not allow them to sell it for more.

28. What is your opinion of the effect of the tenant-right; is it advantageous or otherwise?—I think it advantageous generally; because, if the tenant has no right at all, he will suffer the houses to go to decay, and he will not improve the fences or the land.

29. Supposing an arrangement were made by which the tenant having made improvements, was entitled to be fairly remunerated for those improvements by the landlord, do you think the tenant-right could be dispensed with?—I have turned that subject often in my mind, and I think it would be the best thing that could be done for Ireland to give the tenant a remuneration for his valuable improvements; it would do more for Ireland than all the laws that have been made for twenty years.

30. Have you seen Mr. Sharman Crawford's bill?—I have read it with great attention. It is very difficult to legislate upon it, and it would not be easy to reduce to practice; but I think it could be done, and it would be valuable.

31. Will you state your opinion of the manner in which it can be reduced to practice?—I think the best way to reduce it to practice would be, to have in every barony or district of country, sworn appraisers, men of character and information, who would be able and willing to do justice; and when a tenant was going to make any improvement upon his land, let this man be apprised of it, as well as the landlord, and let him examine the state the farm is in then, and afterwards examine the improvements; they would know how to value the improvements upon it, and how much the place was the better; that would let the landlord know how far the place was improved.

32. Would you allow an appeal from the decision of the

appraisers, to the assistant barrister, for instance?—I would allow some appeal, of course; it would be very right there should be an appeal; I can mention one or two cases that will confirm what I say:—In the county of Antrim there are two districts where the occupiers of the land have mostly leases in perpetuity, and if you go over those two districts of country, you will see an immense difference between them and the other parts of the county of Antrim; the farm-houses are respectable; there is planting about them, and fine fences and offices.

Rev. B.  
Macaulay,  
page 573.

VERY REV. DEAN STANNUS, *Agent to Lord Hertford, and*  
WILLIAM GREGG, *Esq.*

56. What is your opinion with respect to the effect of the tenant-right upon the tenantry of the estate?—[*Dean Stannus.*]—I should be very sorry to see it interfered with much; I should wish to see it upheld upon the estate of Lord Hertford, as it always has been; and it is that which has kept up the properties in the north over the properties in other parts of Ireland; it is a security for the rent in the first instance, and reconciles the tenant to much of what are called grievances in other parts of the country.

Very Rev.  
Dean Stan-  
nus, and W.  
Gregg, Esq.  
Land Com.  
Report,  
pp. 495, 496.

57. In your opinion, is it in many instances carried to excess?—Yes, I think it is certainly carried to an excess upon lands where there has not been any improvement, and for which they have often to pay an exorbitant price; in other cases, if you go into a minute calculation of what they have expended, they are not more than paid for their expenditure.

58. Have many instances come within your knowledge of the tenant-right being sold for a considerable sum per acre, in the cases of farms upon which no improvements had been made?—Yes, many instances of farms unimproved, or in bad condition, selling at a very high rate.

59. What should you say is the general amount given for the purchase of the tenant-right upon first class land?—About ten years' rent.

60. Is it pretty much the same with reference to inferior land?—I think the better lands produce the highest tenant-right. [*Mr. Gregg.*]—Small farms produce the highest tenant-right.

MR. JOSHUA LAMB—*Same Estate.*

Mr. Joshua  
Lamb,  
Land Com.  
Report,  
page 503.

32. Does the fining system appear to you to have operated on the sale of the tenant-right? Has it diminished its value?—Yes; improvements of all sorts have heretofore been made at the expense of the tenant alone: however, within the last year, some encouragement has been given to induce tenants to improve their land by thorough draining. An advance of about £2 10s. per acre has been offered by the landlord for this purpose, on the condition of five per cent. on the money advanced being added to the rent. The tenant-right has, for a long period back, been recognised by the landlord of this estate, and permission to sell it is as confidently calculated on as if the land were in lease. The purchase-money is of course always paid to the occupier from whom the land is transferred, except in cases when the tenant is in arrears, and then the arrears must first be paid off, after which the balance goes to the seller. The effect of this arrangement, when duly observed, is to prevent all disputes, quarrels, burnings, and destruction of property, so common in those parts of Ireland where this practice does not prevail. Indeed, so fully are farmers aware of this, that very few, except the most reckless, would venture on taking a farm without obtaining the out-going tenant's goodwill. Such a proceeding as taking land "over a man's head," as it is termed, is regarded here as not merely dishonorable, but as little better than robbery, and as such, held in the greatest detestation. And the justice of this arrangement is obvious, because all the buildings, planting, and other improvements, being entirely at the tenant's expense, he has a certain amount of capital sunk in the property, and for which, if he parts with the place, he expects to be repaid by the sale of the tenant-right.

33. Would a tenant who had made no improvements whatever expect to sell his tenant-right?—Every one; it applies to every one, but there is no such case in the country that I know of.

MR. T. M'CULLOUGH, *Bangor, Co. Down.*

Mr. T. M'.  
Cullough,  
p. 576.

46. Is the tenant-right prevalent in the district, and to whom is the purchase-money paid?—Yes; formerly it was



our mode of getting the rent when it ran behind; they were allowed to sell; but it was found to be so inconvenient, and the parties coming forward and purchasing, gave more than what the landlord wished, or what was considered right, and it impoverished the tenant coming in, so that now, in general, the landlords take the property into their own hands, allowing the out-going tenant what is considered a fair remuneration.

Mr. T. M'Cullough,  
p. 576.

47. In practice, how is it ascertained what is to be paid to the tenant?—It is fixed by the landlord.

48. Does that system appear to give satisfaction generally to the farmers?—Yes.

49. Are we to understand that where a tenant is anxious to dispose of his farm, having made no improvements, the landlord pays him nothing?—He allows him the tenant-right.

50. What amount is settled in a case of that kind?—From £6 to £10 an acre; though there are no improvements, it makes very little difference; the improvements have never been hardly taken into consideration.

51. In the case of a tenaney-at-will, is the tenant-right paid?—If they have a lease, the landlord has no control over them; it is sold for whatever it will bring. If the landlord consents to it, they speak of the tenant-right where there is no lease at all, because a lease gives them quite a different right.

MR. JAMES WHITE, *Banagher, Co. Down.*

21. Is the tenant-right prevalent in the district, and is it recognised?—It has always been considered recognised in the neighbourhood; it has become quite the usage now.

Mr. James  
White,  
Land Com.  
Report,  
p. 580.

22. Is it increasing in value or diminishing?—It is diminishing, in consequence of those who would wish to purchase, and secure a permanent residence, not having the means they formerly had; they find they cannot raise the money off the land, unless they have got it in some other way—by a little legacy or raising it in trade.

27. What is the value, comparing it with a year's rent, or by the acre?—At that rate the tenant-right would be equal to five years' rent.

Mr. Andrew  
O'Flinn.  
Land Com.  
Report.  
p. 581.

MR. ANDREW O'FLINN, *Castlewellan, Co. Down.*

13. Does that arise from the tenant-right existing with the lease?—No, chiefly from the security of the lease.

14. Does the tenant-right exist in the country?—Partially it does.

15. Does it exist as to holdings at will as well as by lease?—Yes, under some landlords it does.

16. What is the more general; is it more generally acknowledged or not?—It is more generally acknowledged.

17. With tenants-at-will?—Yes; the tenant-right is more generally acknowledged than refused with tenants-at-will.

18. What is the general amount paid for tenant-right when the lands are held at will?—It is very common, under the Marquis of Downshire, for the tenant-right at will to sell at £20 an acre; the tenant's rent being from 25s. to 30s. an acre. I gave £75 for three acres.

19. What rent do you pay?—Twenty-five shillings.

20. Any buildings upon it?—No; merely land to be farmed.

21. Was it held at will?—Yes.

22. Was the land cheap at 25s.?—It is good land. It was about four years ago.

23. What would the tenant-right of that sell for now, if you wished to part with it?—For £20 an acre. Opposite that, upon Lord Roden's estate, a man on my meaning on Lord Downshire's estate, at just the same rent, could not realise any purchaser for a tenancy-at-will, because Lord Roden does not allow it.

MESSRS. HENRY AND THOMAS MURRAY, *Valuators, &c.*  
*on Lord Downshire's Estates.*

Messrs.  
Henry and  
Thomas  
Murray.  
Land Com.  
Report,  
pp. 590, 591.

23. Is there any thing given to assist them?—Yes, in some instances, but not generally.

24. Is the tenant-right, or sale of good-will, prevalent in the district?—Quite so.

24. Is it recognised by the landlord?—Yes, the landlord has allowed it and permitted it.

26. What should you say was the value of it, compared

with the year's rent, or by the acre, as to a farm held at will?—In some instances I have known the tenant sell for a sum, the interest of which was equal to what Lord Downshire gets.

Messrs.  
Henry and  
Thomas  
Murray.  
Land Com.  
Report,  
pp. 590, 591.

27. Is that an extraordinary case, or does that form an average?—It ranges from £10 an Irish acre, to £30, according to circumstances. I have known some much above that. I have known some in the neighbourhood sell at £40.

28. What is your opinion of the practice of selling the tenant-right; is it advantageous or otherwise, in your opinion?—It is not advantageous; I think in many instances it cripples the means of the in-coming tenant, and takes out of his hands the capital that would enable him to work the ground.

29. Does it appear to you to operate upon rent in causing an outcry against the landlords for a reduction of rent?—In many instances it does; when a man comes into possession crippled, and his capital taken out of his hands, it disables him from working the land.

30. Are you aware whether it frequently happens that the in-coming tenant has to borrow money to purchase the tenant-right?—Yes.

31. Having rent and interest to pay, which is it his inclination to pay first?—They are generally well inclined to pay the rent; I believe they would give us the preference as to paying the rent.

32. Do you think the tenant-right could be done away with, with safety to the property of this country?—It would be very difficult.

33. Supposing any arrangement made, by which the tenant, under certain circumstances, was entitled to remuneration for improvements, do you think in that case the tenant-right could be done away with?—I should think it might answer, perhaps.

34. Do you find that the tenant-right has much reference to the improved state of the farms sold?—No, it has not.

35. It is merely the purchase of the possession?—Yes; in some instances the tenant-right sells very high where the land is not improved. [*Mr. Thomas Murray.*—We look to the value of the ground.

Messrs.  
Henry and  
Thomas  
Murray.  
pp. 590, 591.

36. Can you state, from your knowledge, whether there is much difference in the rent on estates where the tenant-right is recognised, compared to where it is not; are the rents higher on the one than on the other?—No; I do not think they are. It all depends upon the confidence they have in the landlord; I could never find there was any sealc.

37. Does not the system of allowing the in-coming tenant to purchase the interest of the out-going tenant, prevent a large arrear accruing upon the estate; is it not so far beneficial to the landlord?—[*Mr. Henry Murray.*]—Yes; if there is an arrear, it is generally paid up.

T. DAVISON, ESQ. *Land Agent, Glenarm, Co. Antrim.*

T. Davison,  
Esq.  
Land Com.  
Report,  
pp. 595, 596.

46. Is the tenant-right or sale of good-will, prevalent in the district, and to whom is the purchase-money paid—to the tenant?—Yes, it is. The only restriction put upon this is, that we shall approve of the in-coming tenant, and that the whole, and not a portion only, of the farm shall be transferred. This transfer of tenant-right is prevalent in the district, the purchase-money always going to the seller, and paid by the in-coming tenant. Much may, perhaps, be said both for and against this practice. While, on the one hand, it may be found to operate in favour of improvement, by the encouragement thus held out for the expenditure of capital on the part of the occupier, and the prospect of a return, should he at an after day wish to dispose of his farm; on the other hand, the new in-coming tenant too frequently comes into possession impoverished and weakened by the payment of a fine, a great part of which he has had perhaps to borrow, and without the necessary capital or means to carry on his work, or to keep his farm in a proper state, so as to yield him the best return. I have found those disadvantages. £10 per Irish acre is not an unusual rate of purchase for the tenant-right of a small farm held at will, and let at fair value, upon which there are tolerable cabin houses. I know of three instances of transfers. I know of a farm held under Mr. M'Donnell, containing  $7\frac{1}{2}$  Irish acres, paying a rent of £8 14s. 5d. which I

consider the value of the land, lately sold for £70. On this small holding there was a snug small farm-house and offices, and the holding in a good state. Another farm, also held under Mr. M'Donnell, containing 104 statute acres, with thirty-one acres of heathy pasture or mountain, subject to a rent of £114, sold for £450; this farm had been principally occupied as a stock farm, but is now under tillage; there were no houses upon the farm, beyond a few cabins; two years of the lease were unexpired at the time; the lease is now out, and the holding is valued at £140, from November, 1843. It was then £114, and the man for two years paid £450. Taking the difference of the value he would have paid for the two years, and deducting that, the rest would go for the tenant-right.

T. Davison,  
Esq.  
pp. 595, 596.

47. Is a tenant-at-will allowed to dispose of his tenant-right?—Yes; in every case we have allowed him to dispose of his interest, provided we approved of the incoming tenant, and he is recommended to us as a solvent tenant. They have been endeavouring to restrict the amount of money paid for the tenant-right, but it is very difficult to do it; because when too large a sum is paid by the incoming tenant, such is the desire to get land, that it weakens the tenant, and he is inclined to pay more than I consider the value.

48. Do you find the amount paid for tenant-right depends much upon the improvements?—It has great influence, no doubt. Where the houses are in a good state, and the farm has been well fenced, they get more; but where a farm has got out of repair, the sum given is very little; sometimes it amounts to almost nothing.

49. If an arrangement were made, by which the tenant would be secured payment for proper improvements, do you think the tenant-right might be done away with?—I do not know; there is a great demand for land, and there is a great desire to get under the great proprietors; and sometimes they will pay sums that astonish me, for the tenant-right of a person; and though apparently there is little done upon the farm, still it has great influence upon the value where there are good fences and houses in a reasonable state of improvement.

C. J. KNOX, ESQ. *Agent, Clothworkers' Company, near Coleraine.*  
 C. J. Knox, Esq.  
 Land Com.  
 Report,  
 p. 651.

32. Is the tenant-right prevalent in the district, and is it recognised by the landlord?—It is prevalent in the district, and it is recognised by my employers. In the present state of the tenantry of this country, it is not only judicious to allow the sale of tenant-right, but I think it would be cruelly unjust to prevent it,—unjust, because the tenantry and their forefathers have been permitted to make all the permanent improvements at their own expense,—and injudicious, because with the poorer class it is the best security against the dilapidation of the premises, the price of the tenant-right always being in proportion to the condition of the farm. On the Company's estate it usually sells for three years' purchase; but I have heard of one farm on the Ironmongers' estate, being sold for upwards of ten years' of the rent charged by them.

33. Was that sale since they have got possession of the estate?—Yes, the sale is not completed.

JAMES SINCLAIR, ESQ. J.P. *Strabane, Co. Tyrone.*

James Sinclair, Esq.  
 Land Com.  
 Report,  
 p. 743.

16. Is the tenant-right, or sale of good-will, prevalent, and to whom is the money paid?—In this district as long as I remember, and for a great time, as far back as the plantation of Ulster, the tenant-right has been respected, and has been valuable only to the tenant.

17. Is there any trace how it originated in this country?—The notion is, that it originated in the manner in which the settlement of Ulster was made. The settlement here was quite a fendal settlement. The tenants in capite got a certain portion of land, on condition that they were to sublet to under tenants a portion, for three lives and twenty-one years, upon strictly feudal terms, to be ready with arms to defend the place; and it appears to me that we can trace, from all that I see about the matter, the present indefeasible tenant-right up to that; for those who were settled by the original patentees, were in some sort fosterers or kindred, and were then engaged in the defence of the country, and became rather a kind of friendly tenant, than a tenant for

money; and I think from that time to this, the tenant-right has been continued, and in no way altered by law, but by custom.

James Sinclair, Esq.  
p. 743.

18. Do you think it arose from those persons so brought in, having, in the first instance, built those dwellings and houses themselves?—Yes, I think so; and being connected with the original patentees in a closer way than the mere connexion of a tenant with a landlord.

19. You spoke of tenants improving very greatly, in the confidence that they shall not lose; do you think that the existence of the tenant-right gives them that confidence, and that they look to be remunerated by the sale of it?—I am sure of it.

20. Is that confidence entertained by the party immediately below the tenant?—If you go down to the cottier, I say no. I think the cottier is badly treated here. But the immediate tenant has a perfect confidence, and it is a justifiable one, in the landlord, uniformly.

21. What, in your opinion, is the effect of the tenant-right upon the country?—It has some advantages, and certainly some disadvantages. One disadvantage is quite plain, that the tenant-right is frequently sold for a sum of money which is borrowed, and which hangs as a heavy weight upon the in-coming tenant, sometimes to his ruin. But that being out of the way, I think the thing is a very valuable and useful custom.

22. Can you give any statement of what you consider the price or value of it, compared to the year's rent or the acre? I do not believe there would be any general rule; but within this fortnight, a man in a mountain district that belongs to myself, came for some timber to build a house. I had never seen him, nor heard of him before; but on inquiring who he was, I learnt he had given £80 for a farm without a lease, that paid £3 a year.

23. In general, is the sale made without reference to the landlord in that way?—I think not, generally, now; but until very lately it was. The landlord was seldom consulted.

24. Has there been any attempt on the part of the landlords to regulate it?—Yes, some landlords have attempted it—not very successfully; and others are doing it with

James Sinclair, Esq.  
p. 743.

a great deal of success; though it is in progress now to be by custom regulated advantageously for all parties.

25. Do you conceive that the alteration which is growing up will still give the tenant some compensation for his outlay upon improvements?—I am quite certain that there is no landlord in the country who would have an idea of ejecting a tenant without seeing he would have compensation, either from himself or the in-coming tenant. I am sure there would not be an instance of that. I have received a letter which will explain the extent to which the tenant-right has been carried. A man of the name of Cullin purchased from a tenant of Mr. Batt, his interest in a lease dependent on the life of King William IV., shortly before his death, aware that Mr. Batt had determined not to renew it. The lease came to an end, and Cullin was evicted by legal process.

*[The witness delivered in the following papers.]*

*Belfast, February 29th, 1844.*

DEAR SIR,—My father has this day lodged a credit in your favour for £100 in the Derry branch of the Belfast Bank, on which he requests you will draw as you have need. He thinks £100 is a large sum to pay Cullin, as the death of King William changed altogether the value of the tenant-right; but if you find that less than that will not, or think it will not, settle the matter, you had better give it to him. Perhaps, however, £50 might do.

Truly yours,  
THOMAS BATT, jun.

*Gurvar, March 26, 1844.*

DEAR SIR,—I write you these few lines to let you see this letter that I enclose, that Mr. Batt sent Mr. Rea, and Mr. Rea sent it to me with the bailiff, and I copied it off until you would see it. I would like to have your advice, to say whether I would take the money or not; it is not past a third of what we should get.

I am yours truly,  
PHILIP CULLIN.

*To James Sinclair, Esq. Haley Hill, by Strabane.*



26. You spoke of some regulations which landlords were attempting to introduce as to the tenant-right; what is the nature of them?—I have heard that some of the gentlemen about here have been laying their heads together, to fix how many years' purchase they would allow to be given as the maximum, so as to prevent the incoming tenant being stripped of all his capital.

27. How far do you think that the value of the tenant-right is affected by the tenure, whether it is upon lease or at will?—I think not the least.

28. How far is the sum paid affected by the improvements the out-going tenant has made?—It sells for a larger sum in proportion to the improvements.

MR. FRANCIS O'NEILL, *Strabane, Co. Tyrone.*

42. Is the tenant-right prevalent in the district, and to whom is the purchase-money paid?—It is prevalent in the district; the tenant applies to the landlord, and it is optional with the landlord to give him leave; and when he sells, the money goes to the tenant.

43. Do landlords ever refuse leave to sell?—I have heard that they do.

44. Upon what grounds?—I have heard in some cases that they have refused leave to sell to one particular person, but would let them sell to a person who had a farm adjoining. I know the case of a farm being sold which was not sanctioned, and it was given at a less fine to a neighbouring tenant to enlarge his farm.

45. Do the landlords make objections on any other ground than that of the character or the sufficiency of the person?—I do not know.

46. Not on religious or political grounds?—No; I am not aware of any thing of the kind.

47. What, in your opinion, is the effect of the tenant-right?—I think the tenant-right has a very good effect both for the landlord and tenant, for when the tenant has a right in his land it makes him more punctual in his payment; when he has the interest of four, five, or six years' purchase, the landlord need not lose; he may insist upon being paid; it secures the tenant, and encourages him to

Mr. Francis O'Neill. p. 764. make improvements. Upon a great deal of this estate there are no leases at all; and I have known tenants to make improvements in the confidence, that if they made improvements they should have the leave to sell.

48. What is the value of the tenant-right either by the year's rent or by the acre?—Generally from seven to ten years' purchase is given; some having no lease are limited to five years' by the landlord. There has been a regulation made in this neighbourhood, that those who have no leases should not get more than five years' purchase; those who have leases get from seven to ten; I have known twelve years given where the land was well situated, and the houses in good order. If he paid £7 a year rent, he would get £70 or £100 going out; it would depend upon the condition that the farm and the house were in.

THOMAS SPROULE, ESQ. *County Tyrone.*

Thomas Sproule, Esq.  
Land Com.  
Report,  
p. 801.

31. Is the tenant-right, or sale of good-will, prevalent in the district?—Oh, yes.

32. Is it recognised by the landlords in general?—It is.

33. What is your opinion of the effect of that system?—I think it has been carried too far in this country. I think the tenants have weakened their means by giving too much for their farms. In a great many instances, persons have given so high a price for farms, that the tenant afterwards has not been able to occupy it for want of capital.

34. What should you say was the selling price of the tenant-right by the acre or the year's rent?—From three years' rent up to five or six; but it varies very much. I think three years' rent may be taken as a fair thing in this country. The tenants are very well satisfied when they are allowed as much as that.

35. Is the value of the tenant-right increasing or decreasing?—I should say it is not increasing.

36. How far do you consider it affected by the tenure; does land on lease sell considerably higher than land held at will?—Land under lease sells higher, but there is not a very material difference. I know at present a farm let for £10 or £12, for which a tenant would give £70, and I

do not think if there was a lease they would get much more. Thomas Sproule, Es  
p. 801.

37. Did the tenant in that case put any building upon it himself?—No; I cannot say that he has made any very desirable improvements. There are some houses built, but not very well.

38. Do improvements, such as houses, and thorough-draining land, make any great difference in the sale of the tenant-right?—Yes, decidedly.

39. Sufficient to remunerate the party?—Yes; the tenants consider so. They think they are bound to give a much larger sum for the farms upon which they need not make any improvements for some years.

MR. ALEXANDER PRINGLE, *Killynaul, Co. Tyrone.*

30. What does the tenant-right sell for in this country? Mr. Alex.  
Pringle.  
Land Com.  
Report,  
p. 843.  
—Generally it sells high. From the encouragement of the lime it sells higher than in many other parts.

31. What does it sell for?—The population has got so great that perhaps a man would rather give a little more than it was worth than send his son to America. I have known it sell for £10 an acre.

32. What does that land let for by the acre?—Perhaps it was let at 25s., or perhaps more, if it was good land; but I do think that the difference is not made between the good and bad land in this country as in many other countries. Bad land will set at 5s. or 10s. an acre lower than good, whereas the crop on one acre will be one-half better.

33. Does land sell much better on account of it having been improved, or will the rough land near it sell nearly at the same price?—If a farm has been reclaimed, and is in a low state of cultivation, and if it is reduced, a farm that is not reduced will sell better though it may be a little rough; but a good deal depends upon the houses.

34. Does it make much difference whether a man has a lease or not?—Certainly. It is very pleasant to have a lease. But I have known of cases of land selling as high

Mr. Alex.  
Pringle.  
p. 843.

on this estate if they had not a lease. But I would certainly prefer a lease; I say in some instances if the rent was not too high.

35. Has there been much increase in the size of the farms on the estate, or in the district?—They are doing away a good deal with the middlemen, who were encouraging cottiers here.

CAPTAIN H. CROSSLE, *Ballygawley, Co. Tyrone.*

Captain H.  
Crossle.  
Land Com.  
Report,  
p. 581.

17. Are permanent improvements effected by the landlord or tenant, or jointly, and in what proportion?—The permanent improvements are effected by the tenants. The landlord occasionally assists by giving lime, timber, and slates, or some one of them. The improvements chiefly consist in building, manuring with lime, and drainage to a limited extent. I think the tenant will take more care of his improvements, if made by himself, than if made by his landlord.

18. Is the tenant-right, or sale of good-will, prevalent in the district; and is it recognised by the landlord?—The sale of the tenant-right is prevalent in the neighbourhood, and the purchase-money is always paid to the out-going tenant. It is generally recognised by the landlord, and has a beneficial effect on the interests of both landlord and the out-going tenant. It sells usually from five years' purchase upwards. It is decreasing rather than otherwise. Lands at will sell as high, or very nearly as high, as lands in lease, unless the rent under the lease be very low.

H. L. PRENTICE, ESQ., *Agent to Lord Caledon, County Tyrone.*

H. L. Prentice.  
Land Com.  
Report,  
pp. 840-841.

82. Does the tenant-right prevail in the district, and is it recognised by the landlords?—It does prevail, and is recognised.

83. What is your opinion of the effect of that custom?—It has its advantages and disadvantages; but it has now become so generally the custom, that it would be very difficult to abolish it. I think it very just to pay a man

for his improvements, and to give him something for his tenant-right.

H. L. Prentice, Esq.  
pp. 840, 841.

84. What is the effect of the payment being made by the in-coming tenant?—Generally speaking, very bad; so much so, that I have opposed it on Lord Caledon's estate. The incoming tenant has frequently to borrow, or resort to extraordinary means, to raise the purchase-money, and comes in a worse tenant than the one going out. The object often is to get possession without duly considering the circumstances of the farm.

85. Do you think that the existence of the tenant-right affords facilities for removing one tenant and putting in another?—I am sure it does.

86. By whom, on Lord Caledon's estate, is the purchase of the tenant-right paid?—Latterly by Lord Caledon in the first instance.

87. What is the course taken?—I settle with the tenant, and take the farm on his lordship's account, and select a tenant for it afterwards from a list of applicants kept in my office, or consolidate it with another farm, as the case may be.

88. What is the usual rate which the tenant-right sells for in the district?—I should say from £7 to £15 the English acre; but much depends on the character of the landlord.

89. How do you ascertain the amount to be paid?—I ascertain it according to the circumstances of the farm, and the improvements at the time I make the purchase.

90. Do you fix the sum which the in-coming tenant is to pay?—In all cases where the farm is sufficiently large, and I am satisfied of the applicant's means to purchase and stock it afterwards, I select the tenant from the list alluded to, charging the same purchase paid by Lord Caledon. In case the tenant should not be able to pay the purchase, and I wish to select a man from a thickly populated part of the estate, I add the interest on the purchase-money to the former rent; by this latter course, I hope in time to do away with the selling of tenant-right of the farms thus repurchased by the landlord. I consolidate small farms with the adjoining ones, and add the interest on the purchase-money

H. L. Prentice, Esq.  
pp. 840, 841. to the rent of the party who gets the accommodation and increase.

91. In the case of a tenant-at-will who has made no improvement, what course do you adopt?—They expect the same purchase-money, but I endeavour to keep it as low as I can. They ask as much as if they had made permanent improvements, and that forms the great difficulty in dealing with the tenant-right.

92. Suppose a right to recover compensation were given by law, could the tenant-right then be done away with, in your opinion?—I think not.

93. Why not?—There is a strong prejudice in this country about it. The in-coming tenant would not accept the farm unless he was satisfied that the out-going man wished him well. They would go, unknown to me or to any agent, and give an additional sum to get what is called “the good-will” of it.

94. Generally speaking, over the country, what is the amount of the sale of the tenant-right per acre by the year’s rent?—It depends very much upon the landlord under whom the farm may be held. If he is a good landlord, and a man of character in the country, the price will be higher; if he is an inferior landlord, the price will be comparatively low.

95. If a right to compensation for improvements were established, do you think that tenants going out with their own good-will, and getting compensation, would not oppose the in-coming tenant where there was no payment by him; do you think that alteration would take place gradually?—If it take place at all, it will be very slow. There is a strong feeling about coming into land without the perfect approbation and consent of the out-going tenant, and it is very difficult to satisfy them. I could mention a case which occurred a few weeks since on a small property of my own. I had a very bad tenant, who had made no improvements, and wished to get rid of him. I told him he could not pay the rent, and I pointed out to him two courses,—that I would either buy the farm myself, or let him sell with my consent. He wanted £40; I promised him £45, and sent a man to him to get possession, which he gave; but

his wife and children came and smashed the windows and doors before quitting the premises.

H. L. Prentice, Esq.  
pp. 840, 841.

96. Has there been any consolidation of farms in the district?—Yes, to a very great extent.

97. By what means has that been accomplished?—By purchasing, on the part of Lord Caledon.

98. If the landlord require for himself the land of a tenant holding at will, is it usual for him to compensate the holder for it?—Yes.

99. At the same rate at which a tenant would purchase it in the country?—Yes; and often much higher. I purchased about 150 acres last year from tenants to enlarge Lord Caledon's demesne, and paid them £12 per acre for land at will.

# TENANT RIGHT.

## CLASS No II.

### ATTEMPTS TO PUT IT DOWN.

MR. J. M'LORNAN, *County Antrim.*

QUESTION 19. In case you do not agree to the rent which the agent has fixed, are you allowed any compensation on going away? No; you must either take it or leave it. Mr. M'Lornan, Land Com. Report p. 518.

20. Are you allowed to sell the good-will of the land? Yes; some of them are.

21. It is not a universal permission to sell?—No; you must please the agent with the tenant if you get a sale.

22. If you please him with a tenant, is there any objection to your selling the tenant-right?—Yes; there is sometimes an objection.

23. On what ground is the objection raised?—Generally it depends on the favour of the agent whether they get leave to sell it at all or not.

24. Have you known any instances in which the agent prohibited the sale of the tenant-right?—Yes; plenty of them.

25. Do you mean he prevented the sale to a particular party, or that he prevented the tenant selling at all?—To a particular party; he must be satisfied with the tenant, or does not let the tenant sell it to that person.

26. What is the consequence in that case to the tenant? He sends him back home to his place, and will not let him sell it. Suppose I had a farm, and want to sell it to a



Mr. M'Lor-  
nan  
continued.  
p. 548.

man, I ask leave to sell it; the agent will not accept him, and I go home and get another; he will not take him, and I must go and get another, and if he is not pleased, I must leave it.

MESSRS. LOWRY & ORR, *Killinchy & Grana, Co. Down.*

Messrs. Low-  
ry and Orr.  
Land Com.  
Report.  
p. 540.

40. With reference to the tenant-right, is that prevalent in the district, and to whom is the purchase-money paid? Landlords do not now admit any tenant-right in my neighbourhood. They are generally refusing to acknowledge it, or restricting the tenant very much in the disposal of it. Mr. Cleland does recognize it; Mr. Sharman Crawford is also an exception.

41. Is there any great extent of estate in that neighbourhood upon which the tenant-right is not allowed now? I should say there are, generally. The tenant-right is not admitted in the district of which I speak.

42. Does that create much dissatisfaction among the tenants?—Very great dissatisfaction, indeed. The tenants have ceased to improve as they would have done, and they have not the means of raising money upon leases as they formerly could have done. That is one reason of their applying to the usurers.

43. How long is it since this system has grown up, of not allowing the tenant-right?—Four or five years.

44. How far do you concur in those observations?—*[Mr. Orr]*—My opinion is, that the landlords wish to continue the rents, and do not wish the tenants to have as much for the tenant-right as they would wish, or were in the habit of having; for instance, I know of one landlord who reduces the tenant-right to a certain sum, which they look upon as curtailing their right. The landlords limit the price, which before was whatever the person could get for it. I know of another who does not limit the price, but he allows his agent to say how much shall be given by one person to another. He values the land, and lays on the value he thinks fit, and the other gives that particular sum. In our townland, there is nothing said about it; if we pay the rent to the agent, we have no more trouble.

45. What is the general feeling in the country with regard to this alteration of the old custom?—The general feeling is very much opposed to it. It is creating a very considerable excitement, and it operates as a check to improvement.

Messrs. Lowry and Orr, continued. p. 540.

46. Do you think it likely to cause a bad feeling between landlord and tenant?—Yes, I think so. It creates distrust; but when it is acted upon, the tenant removes from the country, and there is little more said about it.

47. Where the tenant-right is prohibited, do the landlords raise the rent?—Yes, they raise the rent.

REV. B. MACAULEY, P.P. *Downpatrick.*

22. Is the tenant-right, or sale of good-will, prevalent in the district?—The tenant-right in the county of Antrim will sell for very little, if there is merely the tenant-right. It is better in the county of Down.

Rev. B. Macauley, Land Com. Report p. 574.

23. Is it recognised by the landlords in general?—Indeed, I cannot say that the tenant-right is so much recognised in Antrim. It is more recognised by the landlords in Down.

24. Is it recognised in the case of tenants-at-will in the county of Down?—The tenant-at-will is not turned out if he pays his rent.

25. Is he allowed to dispose of his farm?—Yes, by most of the landlords. By the great majority of them he is allowed to dispose of it, but not to the highest bidder.

26. They reserve a choice?—They generally make him dispose of the farm to the man who holds the farm next to it. The object is to enlarge the farms.

MR. JAMES WHITE, (Miller) *near Bangor, Co. Down.*

23. Has there been any attempt in the district to abolish the tenant-right?—There has.

Mr. James White, Land Com. Report p. 580.

24. With what consequences has that been attended? The way it was done was—a gentleman in the neighbourhood bought an extensive estate in the parish I speak of. The tenant-right was formerly recognised, and when a farm was out of lease, it would sell for £10 an acre; in

Mr. James  
White,  
continued.  
p. 580.

many cases they were not able to pay the rent; it was sold, and the agent would then get so much of this as would pay up the arrears, and the rest was handed to the tenant going out. Now, that gentleman says he will not acknowledge the tenant-right in future; he will merely pay them for any permanent improvements that they may make, or he thinks they deserve, but he will not acknowledge the tenant-right.

25. How long has that change been in operation?—It has not come into operation yet. I chanced to be summoned by this landlord to hear what he had to say, and that was what he stated.

26. What was the feeling entertained by the tenantry upon that determination?—They did not at all feel satisfied, for the greater number of those had made improvements on the land, or they had purchased the tenant-right, and gave £10 an acre.

REV. J. BROWN, D.D. *Presbyterian Minister,*  
*Aghadowey, Co. Derry.*

Rev. J.  
Brown, D.D.  
Land Com.  
Report.  
p. 633.

55. With respect to the tenant-right, is that prevalent in the district, and to whom is the purchase money paid? It has hitherto been prevalent; but of late, I must say, with deep regret, that many efforts had been made to deprive the tenant of that right, and some parties have complained that its effects have been very injurious, and that it ought to be abolished. So far as I understand the subject, I am decidedly of opinion, that the landlords are doing themselves serious injury by denying the tenant his right; and I wish to define what I mean by tenant-right: it is the interest the tenant should have in the capital he has expended in money and labour, in building houses and making permanent improvements. In England and Scotland those houses are built by the landlord and at his expense, and the landlord, very fairly, charges the interest of that money; but it does appear to be very unjust, that in Ireland, where the tenant makes these improvements at his own expense, the landlord should mulct him for his own improvements; that is the case where the tenant-right is denied.

56. When you use the phrase "mulcted for his own improvements," to what do you refer?—To the landlord fixing a higher rent in consequence of his improvements. Rev. J. Brown,  
continued.

57. Do you consider, under your definition of tenant-right, the thing can fairly be confined to compensation for improvements?—It is carried practically much farther, and understood by the people to extend to their property; they think they have a claim upon it. The general impression in our country is, that every man who holds land or houses has a certain interest in them, the value of which is regulated by the circumstances of the country. Upon that principle it is that they unfortunately wish, and it is the wish of human nature, to have a claim upon the soil, and that is what causes the people to offer that which is far more than what the land is worth; and in point of fact, it is a very instructive and amusing thing in one view, if not so painful, to see in all countries, when poor men rise to a position of considerable property, how they tax themselves to a large amount to buy land; and having never calculated the expenses of management, they have been forced to sell it, and that the agent has got large sums for making the sale.

58. Besides the value you consider the tenant-right possesses upon the ground of improvement by the tenants, does not it bear an additional value as the purchase of the good-will of the farm?—Yes; and in every instance, as far as I have known it, it has proved beneficial to the landlord to encourage it, because the tenants cannot sink into abject poverty under that system, which they do otherwise; inasmuch as the remainder of the property enables them to emigrate; and with us the connexion is so close between this country and the United States, that they tax their friends to assist them, and emigrate.

59. Considering the want of capital generally, does not it frequently happen that the parties wishing to buy the tenant-right are obliged to borrow money?—Yes; and often to sell again, when they discover the mistake they have made, when it is too late.

60. Do you think that the circumstance of the tenant-right absorbing capital is injurious?—I think it is, generally speaking, beneficial. The recognition of the tenant-

Rev. J.  
Brown,  
continued.

right prevents the country being overstocked with a class of paupers, and causes every man to feel that he has a stake in the hedge.

61. If it obliges a man without capital to borrow it, and if it absorbs the capital of small capitalists, how does it contribute to increase wealth?—I have said that it contributes to promote the interests of the country, because it allows a man the means of emigrating when he becomes unfortunate, or when a change takes place in his circumstances. As to the increase of wealth, of course wealth cannot be increased by it.

52. Do you see any objection to a law restricting it to what you have defined as the tenant-right, namely, merely a compensation for permanent improvements?—If there was a general principle fixed upon in that way, and generally applied, it would be beneficial; for landlords and agents cannot take very unfair advantage of a man under those circumstances; but it is moonshine to apply English customs to us in Ireland.

REV. ROBERT GRAY, *Presbyterian Minister,*  
*Burt, Co. Donegal.*

Rev. Robert  
Gray, Land  
Com. Report  
p. 689.

80. Is the tenant-right prevalent, in the district, and to whom is the purchase-money paid?—It was always prevalent, so far as I could learn, throughout the north of Ireland; and it was always prevalent upon this estate, until Mr. Kennedy interfered with it in several cases.

81. What was the nature of the interference with the tenant-right by Mr. Kennedy to which you refer?—Taking a farm without remuneration. I know a case where a tenant-at-will was allowed to sell his tenant-right; and I know cases upon the same estate where tenants-at-will were refused permission to sell their tenant-right; and also a case where a party who had paid a large sum for a lease, upon the expiration of that lease was refused permission to sell his tenant-right, while one of the tenants who got a portion of that same holding was allowed to sell it, and got £130 for it. In our part the feeling is, that a man, whether he has a lease or not, has a right, or should be allowed to sell his interest in the land.

82. What is the usual value of the tenant-right?—I think from about six to eight years' purchase, in general.

MR. WILLIAM DUGALL, *Co. Derry.*

13. Is the tenant-right prevalent in the district, and to whom is the purchase money paid?—The tenant-right, or sale of good-will, is prevalent, and always recognised by the landlord on the estate on which I reside, and generally in this part of the country; but there have been cases on some of the adjoining properties where it has not been fully recognised. The purchase money is always paid to the tenant, except where arrears have accumulated, and then it goes to pay them up. The value varies so much according to circumstances, that I could give no satisfactory answer as to what it might be worth; and it is considerably affected by the nature of the tenure. The value is now considerably decreasing.

Mr. William  
Dugall, Land  
Com. Report  
p. 701.

14. As far as you know, what have been the consequences in those cases in which the tenant-right has not been recognised?—I believe the effect has been a bad one; it has created a bad feeling in the neighbourhood.

15. Has that bad feeling gone so far as to occasion outrage?—No; there has been no agrarian outrage in our neighbourhood, but a good deal of discontent.

16. Where the tenant-right has been disregarded, has it had any effect in checking improvements upon property?—Yes, I would think it has.

REV. E. M'GINN, P.P. *Buncrana, Co. Donegal.*

51. Is the tenant-right, or sale of good-will, prevalent in the district, and to whom is the purchase-money paid?—It has been prevalent; but it has been much restricted lately.

Rev. E.  
M'Ginn, P.P.  
Land Com.  
Report.  
p. 708.

52. Is it equally allowed to tenants-at-will as to persons having leases?—Yes; I think it was more so in some cases to tenants holding from year to year, than to persons having leases which have expired. I have some cases which I can show illustrative of that.

53. Have you known cases of eviction of tenants-at-

Rev. E.  
McGinn, P.P.  
continued.  
p. 708.

will without compensation for their tenant-right?—Yes, I have; I have heard it, and believe it, having inquired into the facts. Upon one townland twelve persons were served with ejectment process, in order to compel them to pay a sum of money to set up in business a son of the proprietor, who had lately married; the proprietor was a middleman; in one case this sum amounted to £41, and the person was absolutely turned out by ejectment, until he complied with the demand, and then he was restored to his farm again, paying the same rent as before. In another case, where a double rent was demanded at the expiration of the lease, the goods were seized, and no less than fourteen keepers, at 2s. 6d. a day, were put on the house and farm, and upon the pound. A horse had been seized, which was cheap at £8; it was sold, but the poor man was only paid £1, the rest having gone in the costs of the distress.

54. In what year did this take place?—This occurred about 1831.

55. Has this system been continued?—Yes, it has; and fourteen families, consisting of seventy-six individuals, have been ejected within the last fourteen years without any compensation, on one townland, and two of them were obliged to pay the law expenses: that is the statement I have received. Four of those cases have occurred lately, and some of them had paid as much as from £60 to £100 originally for the tenant-right; they were not allowed to sell it, they did not get a penny of compensation, and the stones of one person's dwelling when thrown down, were afterwards sold to the contractor for four guineas.

MR. T. D. BATESON, Agent.—*Same District,  
Buncrana, Co. Donegal.*

Mr. T. D.  
Bateson,  
Land Com.  
Report.  
p. 721.

25. Is the tenant-right, or sale of good-will, prevalent in the district?—When I was in Antrim, Mr. Holmes and myself came to a resolution which is carried out here; we found that the tenant-right in proportion to the smallness of the farm, went on in an increasing ratio, and we determined in all cases, to reduce it to five years' purchase.

We found the tenants were in the habit of borrowing money to get into possession, though it was in fact not worth a fraction of the sum paid, and they came into possession of the lands in debt to other persons; and the out-going tenant carried away all the profits. I have known fourteen years' rent given. Here I have allowed five years' purchase to a tenant who met with my approbation.

Mr. T. D.  
Bateson,  
continued.

26. Generally through the country is the tenant-right recognised by the landlord?—Yes, I think it is.

27. What should you say was the value generally through the district?—Unless a control is exercised, it appears to be *ad libitum*. In one case of a farm near Bunerana, which had been just let in 1838, and had been raised up to £16 from £13 16s. 8d., the tenant asked permission to sell it, as he was getting feeble, and wanted to take a small holding; he thought proper to advertise it by auction, and it was knocked down at £186, which was very nearly twelve years' purchase. Of course, that did not comply with the terms I wished, which were, that he was to bring the person to me, to know whether I approved of him, and I ejected the person in consequence of the lands being put up to auction.

28. In the case of a tenant at the expiration of a lease not agreeing with the terms offered by the landlord for the renewal of the lease, is it usual to let that person sell the tenant-right?—Yes, I allow it; and in a case where the farms were consolidated, I gave them five years' purchase, and they went to America, some of them; they were perfectly satisfied.

29. Is it the custom of the country to allow it in those cases?—Yes, it is an indisputable right in the country; and I think it their just right, because as all their houses are erected by them, they ought to have some compensation for the labour they have bestowed.

30. With respect to the condition of the farming population, do you consider that the large farmers are improving in their circumstances, or the reverse?—We can hardly say that we have large farms; the great evil has been the subdivision, while under the hands of middlemen.



JAMES MONTGOMERY REID, Esq., *Land Agent,*  
*Gortin, Co. Tyrone.*

James Mont-  
gomery Reid,  
Land Com.  
Report.  
pp. 824—5.

48. Have you known of tenants who have improved being turned out without any compensation?—Yes.

49. Were they in heavy arrear?—No arrears at all. It has come to my knowledge, in the last month or two, that a highly respectable man, whose family had been upon the farm for 200 years, was turned out without any remuneration.

50. What was the reason alleged?—I did not hear any reason alleged.

51. Was it in consequence of the landlord wishing to increase the size of his farms?—I really do not know. Some caprice, I fear, for he is a respectable man, and of a respectable ancestry, and bears a respectable character. He is, I suppose, from eighty to ninety years old, and he owed no rent.

52. Was he allowed to sell his tenant-right?—No; there was no sale at all; he was turned out.

53. Are those cases frequent?—No; thank God, they are not very frequent.

54. Did you hear of that tenant and his landlord having any quarrel?—I never heard of any.

55. Do you think that that practice is sufficiently frequent to require the interference of the legislature, to prevent the tenant being deprived of that compensation which you think he is entitled to in those cases?—Yes, I do indeed think it very necessary.

56. Is it usual to allow the tenantry to sell the tenant-right?—Yes, it is, in part, but usually you must please the agent; and the in-coming person, if he happens to be a favourite or a pet, can buy it at less than one-half the market price.

57. Does the landlord or agent attempt to regulate the amount of the tenant-right?—Not exactly so, but he must be pleased in the person.

58. Has that the effect of making the tenant dispose of the tenant-right below the ordinary value?—Certainly.

59. What may be considered the ordinary value?—I cannot tell that.

60. What have been the usual class of objections?—I should say favouritism was the rule.

James Montgomery Reid,  
continued.  
p. 824—5.

61. Is it common for them to object on political or religious grounds?—Yes, I think so; that is the chief ground.

62. Does the landlord generally look to the solvency of the tenant?—Yes, he looks to his solvency too, as a main point.

MR. P. FULLON, *Dungannon*.

13. Is the tenant right, or sale of good-will, acknowledged in the neighbourhood of Dungannon?—Until very lately it was the practice with persons holding the town-parks in the neighbourhood of Dungannon, that they should sell their good-will to any person. If they were going to leave the neighbourhood, they would have the privilege of selling the place, and getting a few pounds for any improvement they made upon it, but they would have at the same time to satisfy the landlord. The tenant that was coming in had to go to the office, and get himself returned as the tenant. They made their bargain for something, and it was with the consent of the agent that it was done. But for some years past that has not been the case.

Mr. P. Fullon, Dungannon. Land Com. Report p. 853.

14. Has that practice of giving compensation for improvements been discontinued?—The landlords in general do not pay for improvements, it is the person that comes in; but as to the system of giving money for the tenant-right, the principle is given up now, so far as my knowledge goes.

15. What has been the cause of that?—It is intimated to the tenants, that if they are tired of their land, or are going to leave the country, they must give it over to the landlord, and the landlord may, if he thinks proper, give authority to some approved tenant to give something for the good-will.

16. It is not the practice for the landlord to give any thing for the tenant right?—No, certainly not. The tenants in our neighbourhood are becoming poorer every year. The land is set too high. The reason I give for making this observation is, that I have known people who

have appeared to be in tolerable circumstances some years ago, who are now ready to go to any place, the poor-house or any place, in consequence of the rent and the taxation being beyond the value of the land. Our land is of a very poor sort, too indifferent land in general.

MR. PATRICK CORFIELD, *Farravatty, near Monaghan.*

Mr Patrick  
Corfield,  
Land Com.  
Report.  
pp. 875-6.

23. Is the tenant-right, or sale of good-will, prevalent in the district, and recognised by the landlords?—Yes, it is, in some cases; in a general way it is. In other cases the landlord fixes the price, and does not let the tenant get a fair price. I know one or two cases, not more than that, where the landlord dispossessed the tenant, and gave him no remuneration. The man went in, and expended £150 upon the farm; was turned out, and never got a penny.

24. What does the tenant-right sell for?—It depends upon the landlord. If a man is a good landlord it will sell higher, though it is not such good land. With a farm under a small proprietor, a man will not get any purchaser. It is seldom a man will embark in a large farm under a small proprietor.

25. Do the middlemen recognise the tenant-right of the tenants under them?—In some cases not. If they would, it would be well enough; but they do not. The tenant-right is now from £6 to £8 and £10 the Irish acre, for good land.

26. What would be the rent of that land which sells at from £6 to £10 an acre?—From 25s. to 30s.

27. To what amount are the landlords endeavouring to restrain the selling price?—Supposing I had a farm to sell, and my neighbour would give me a certain price for it; the landlord would say, “You have leave to sell that land; I will choose the tenant, and you shall get so much for it.”

28. How much would that be?—About £5 or £6 the Irish acre.

29. Has there been any considerable consolidation of the farms in the district?—There have not been many instances in my neighbourhood.

30. How has it been accomplished?—The landlord says to a man, if a lease drops near him, “Your farm is too small. I will add this to it, and you shall allow so much out of it.”

Mr. Patrick  
Corfield,  
continued.

31. Is that done where the tenant has paid up his rent? Yes; but not frequently. Of late years, they are endeavouring to do it more so than usual.

EDWARD M'CABE, *Maheracloone Parish,*  
*Co. Monaghan.*

67. Do the landlords do any thing to help you in the improvements upon the land?—Very seldom. A man that has a wild spot of land, they will give him some lime to mix with the stuff.

Edward  
M'Cabe,  
Land Com.  
Report.  
p. 916.

68. Does the tenant-right, or sale of good will, go on in your district?—It used to go on very much; but the landlord does not allow a man to sell part of his land, except seldom. If he wishes him well he will let him sell a part to pay his debts; but if there is a good lease, he will not let him sell part. He must sell all or none.

69. When a tenant is allowed to sell part of his land, is he allowed to sell it to a stranger?—No, to his nearest neighbour, to enlarge his farm. That would be the way they would wish to do.

70. How much an acre used the tenant-right to sell for?—Some years ago, on this estate, it would sell as high as £20 an acre purchase, or £21. Now it is reduced to £8 or £9; in some cases £10; very seldom £15.

W. C. QUIN, Esq., *one of the Ecclesiastical*  
*Commissioners.*

After stating threatening letters received by his bailiff, Powell, and stating also the murder of Powell, by a man who had got some employment, Mr. Quin adds:

W. C. Quin,  
Land Com.  
Report.  
pp. 311-3.

14. That man was hanged for the murder, together with a cottier or labourer of one of the tenants who lived on the lands of Lough Ross, and who was to be subject to the proposed alterations. My life was also in peril, having been apprised by means of disclosures after the murder,

W. C. Quin  
continued.

that I was waylaid to be shot, on two occasions; and I am convinced, from circumstances that occurred, that an attempt was made to poison me.

15. In the county of Armagh?—Yes, upon the same estate.

16. The animosity was to the steward himself, because he was the man carrying out the improvements?—I suppose so. But I do not think that the tenants had any reason to doubt my good intentions towards them; because, during the lifetime of my aunt, to a very limited extent certainly, I had, out of my own pocket, paid portions of the rents of three small farms, which she was unwilling to abate, but which I thought too high. I had also paid, for some years, the rent of one or two farms, from which tenants had been removed for non-payment of rent in the lifetime of my aunt, in order to smoothe the way for those changes which I had in contemplation, wishing to reserve these farms for the people to be removed, when an opportunity should offer of carrying out my plans, so as to increase the quantity of land to be distributed among the occupying tenants. In two other cases, I also had an opportunity of acquiring the possession of land for the same purpose; in one where a tenant had directed his farm to be sold for the benefit of his child, containing about ten acres, and for which I gave £55, being rather above the rate of purchase allowed by me in the estate; and in the other, where the tenant had died without any family, and had bequeathed his farm to strangers, which I had previously apprised the tenants, I would not allow; the tenants are all, with one exception, tenants-at-will.

17. Where is the situation of the property exactly?—Lough Ross is about three miles and a-half from Castleblaney, a wild and neglected part of the country; the other property is within half a mile of Newtownhamilton; and Powell was residing just outside the town of Newtownhamilton.

18. Was the house broken into?—They knocked at the door; one of the daughters opened it, and the man who first appeared asked for Powell, who came to him, and was conversing about work; then a gun was perceived with one of the party, which induced him to retreat; but

having no arms in the house, he was unable to defend himself, and he was dragged out, in the presence of his daughter, and shot, and one of the daughters severely cut in the head.

W. C. Quin  
continued.

19. As I understand your arrangements, none of the tenants were to be removed off the lands?—No, none were to be left without a residence and some land; I pledged myself to that. Perhaps it would have been better to have carried out my plans without being so much above-board; but I did not wish to do so. I thought the majority of them would be infinitely more comfortable on reduced farms, with constant employment on the land in my own hands. I calculated there might eventually be about 100 acres in my own hands out of the 240.

20. Had they ever made any distinct representation of their objection to the arrangement?—I could collect from some of them, that their objection was to be treated as cottiers, or something of that kind; but only in two cases they showed any bad feeling and spoke out—they said they would not part with the land; I cautioned them not to use such strong language, as I would take a note of it, and deal with them accordingly; but before I left the ground, they came forward and begged of me to forgive them, which I did. I also was aware of the great objection Irish tenants have to part with any of their land; but I felt, under the circumstances I have stated, I would be fully justified in making these alterations.

21. What is the effect of the tenant-right, as it exists in that county; if a landlord takes land from a tenant, is he considered bound to pay the tenant-right, the same as one tenant taking land from another?—I do not know; I could learn from themselves, that their tenant-right sold at a very high rate, and that suggested to me, that in taking my land, which might become the subject of sale under certain regulations that I had made, I was bound to pay for it. I have been since told that I made myself obnoxious by having declared, that I would put a stop to the subdividing of farms, and would endeavour to increase those on the estate, by limiting the right of succession and power to sell; for instance: I told the tenants, that where a man died with a family, that the farm should be

W. C. Quin, continued. left to some one member of the family ; that if a man died without a family, I would not recognise the right of succession beyond a brother, or sister, or a brother or sister's child ; and if he died without any such relations, I would exercise my own discretion in adding the farm to an adjoining one.

22. You have stated that your object was, if possible, to reduce the price of the tenant-right to £5 an acre ?—Yes.

23. What should you say was the average rent of that land ?—Under £1 an Irish acre, for rough and smooth.

24. Do you know what reason Powell had for suspecting the bailiff ?—The reason was, that, while he was draining a portion of the lands at Lough Ross, the bailiff, who, it appears was a drunken character, went amongst the men, and said, “ Boys, are you such fools as to work for this fellow ; you are cutting your own throats,” or something to that effect.

25. Is the bailiff still in that part of the country ?—I believe he is.

26. Have you any agriculturist, or person of that description, upon the property now ?—No. I gave up my plans, being much disgusted at what took place ; and I settled in my own mind, that I would never hold property where I could not feel myself on good terms with the tenants, and have accordingly determined to sell it. I can truly state, that my first object was to have benefitted these people, indeed, perhaps beyond my means, as the commencement of such an undertaking is always very costly.

# TENANT RIGHT.

## CLASS No. III.

### DANGER FROM ATTEMPTS TO PUT IT DOWN.

MR. M. W. LOWRY, and MR. GAWAN ORR,  
*County Down.*

69. Have there been any agrarian outrages in your neighbourhood, and in what have they originated?—[*Mr. Lowry.*]  
*Mr. M. W. Lowry, and Mr. Gawan Orr, Land Com: Report. p. 541.*

70. What has been the cause of them?—The eviction of tenants, without sufficient compensation, I conceive. [*Mr. Orr.*]  
*Mr. Orr.*

71. Have those instances been frequent?—[*Mr. Lowry.*]  
*Outrages.*  
Not very frequent; we had two or three in the last winter. There was one upon one estate, two upon another, and one on another small estate in the immediate neighbourhood to which I refer.

72. Are you acquainted with the circumstances under which those tenants have been evicted?—I am as to some of them. In one case, the tenant had purchased a lease about three or four years ago, for £120; he was only able to raise one-half of the purchase-money, and borrowed the other half; he had occasion to sell the lease to pay the remainder of the money, and his creditors found that his landlord would not allow him to sell the lease to the highest bidder, but selected his tenant, and named a sum which was less than one-half what it cost the purchaser, the lease still existing.  
*Landlord's interference.*

73. Was there a non-alienation clause in the lease?—I suppose so, for that is a usual clause in all leases on that estate.

74. Have you any means of knowing whether the sum he fixed upon it was the usual sum for the sale of a lease?



Mr. Lowry,  
and Mr. Orr,  
continued.  
p. 541.

It was less than half what it cost the party three years ago, and the lease is still existing; and I am satisfied he could have got seventy-five per cent. of the original sum.

75. Do you know whether any portion of the purchase money paid in that case was stopped by the landlord to clear off the arrear?—I think there was no arrear of any consequence; the tenant had paid his rent.

76. What was the nature of the outrage committed?—The house was burnt upon that farm.

77. Is that the only instance upon that estate?—Yes, in the last year. There was an instance before of the destruction of the crops upon a former eviction, where the tenant was evicted.

78. Have you heard of any other case occurring upon the same estate, of a tenant being dispossessed without compensation?—I know a widow, on the expiration of her lease, was removed for the purpose of giving the land to another tenant, who had been changed from another quarter; she only received £10, which I considered to have been given to her for the purpose of letting the incoming tenant sooner into possession than he could have got by ejectment; her tenant-right now upon the rent at present paid, would be worth about fifty or sixty pounds.

79. Are you aware of any other instances of eviction without compensation?—There is a case on the estate of a large proprietor in the barony of Dufferin. A widow had married a second husband, and the rent got into arrear; there was a valuable lease of the farm. I think about six months previous to the eviction, £400 could have been obtained for the lease. On the rent becoming in arrear, the widow was ejected, without any remuneration at all; the arrear of rent was paid by the incoming tenant; the arrear did not amount to more, as I understand, than about perhaps £60 to £100; the widow and orphan children were turned out without anything, in a state of destitution, and the incoming tenant subsequently was charged an increased rent.

80. Were there any permanent improvements on that farm?—There were houses in very good order, the farm was altogether in good order. In this case, some of the offices were burnt this time last year, I think.

81. Do you think it likely that the denial of the tenant-right will lead to similar outrages, should it be generally carried out?—I have not the slightest doubt that it will; it has been the cause of alarm to a great number, lest these things should get into their neighbourhood.

Mr. Lowry,  
and Mr. Orr,  
continued.  
p. 541.

Danger.

82. Do you consider, that if the tenant-right was abolished in the district with which you are acquainted, that it would lead to outrage?—[*Mr. Orr.*]—I have not the least doubt of it, not the slightest.

83. Should you think that all that might be obviated, if an arrangement was made, by which compensation was secured at the expiration of the tenancy, for improvements made beneficial to the landlord?—[*Mr. Lowry.*]—Yes, in a great degree. There is an attachment, however, to the place of their birth, which, even with compensation, would be a very great obstacle to their removal. It would be difficult to compensate an Irish farmer for such a sacrifice. I think every attempt at compulsory removal should be undertaken with very great caution indeed. [*Mr. Orr.*] There was a case I could have mentioned where no outrage took place, but the landlord refused to allow the tenant-right to the fullest extent. Two individuals had lent money to a person who purchased a property. At the time he was leaving it, he had got in debt, and was not able to pay all his creditors. The land was to be sold, and two of the sons of one of the persons who had lent the money, and who were his representatives, purchased the land to pay themselves. It was set up for sale, and nobody purchased, and they intended to take the land for the money that had been advanced. The agent would not let them have the land, and would only let them have a certain portion of the money, and gave the land to another person.

JOHN ANDREWS, ESQ., *Agent to Lord Londonderry.*

34. Is the tenant-right prevalent in the district, and to whom is the purchase-money paid?—It is quite established on Lord Londonderry's estate, and never disputed.

John Andrews, Esq.  
Land Com.  
Report.  
pp. 545-6.

35. Is it quite established on the estates around?—

J. Andrews,  
continued.  
p. 545-6.

With some modifications, it is. I cannot speak of it decidedly.

36. Have you heard of efforts been made to check it? Yes.

37. Have you heard of instances in which it is prohibited altogether?—No, I think not altogether.

38. Has there been a tendency of late years to prohibit it?—Upon some estates I have observed it growing a little; they qualify it.

39. With regard to Lord Londonderry's estate, can you state the usual amount of the purchase of the tenant-right?—Yes, I can. I would give as the average £10 the English acre; the tenant-right will sell for that with or without a lease.

40. Is there much difference?—Very little; I would say almost none.

41. Has the tendency to curtail tenant-right been received with dissatisfaction by the country?—I think so; materially so in some cases.

42. Do you think that curtailment of the tenant-right can be carried out without danger to the peace of the country?—I am sure it cannot. You would have a Tipperary in Down, if it was attempted to be carried out.

#### REV. JOHN LYNCH, *Co. Antrim.*

Rev. John  
Lynch, Land  
Com. Report  
p. 562.

10. Is the tenant-right, or sale of good will, prevalent in the district, and to whom is the purchase-money paid?—It is acknowledged over all the district, but I have reason to believe it is questioned. I have heard some landlords stating, that what was sold was theirs, and not the tenants'; but I know of no instance in which the sale was prohibited by the landlord.

11. What should you say was the value as compared with a year's rent, or what is the sum paid by the acre?—I should say, from five years' purchase down. I purchased a little place myself, for which I gave five years' purchase, or nearly so.

12. Was there any lease?—Yes, or there was an understanding which has never been made good yet; I hope it will.

13. Do landlords refuse to accept tenants on any other ground than that of their not being solvent?—Not generally; but I have known cases where Catholics were refused. I was told one instance of a man who tendered for a farm, and he was told that he could not be allowed to have it because he was a Catholic; but that practice does not prevail in my district by any means.

14. You spoke of the landlords beginning to question the tenant-right; do you think if landlords were to attempt to abolish the tenant-right, that it would lead to any disturbance in the country?—I have not the least doubt of it.

REV. JAMES PORTER, *Presbyterian Minister,*  
*County Down*

33. What effect has the holding without lease on the condition of the tenants, the improvement of the farms, or the rent?—On those estates where what is called tenant-right amongst us is yet allowed, the want of a lease does us little injury; but where that is beginning to be altered, it has paralysed real improvements every where.

34. Are there many estates upon which the tenant-right is not allowed?—There is no property where it is entirely denied. There were just three instances in which there were agrarian outrages committed since I settled in this country, and these originated in the total denial of the tenant-right; that was a denial on the part of the landlord of the tenant-right. It is right to say those were aggressions of Protestants. The landlords yielded the claim of tenant-right, to the popular feelings in those three cases.

35. What is the general rate of the tenant-right?—It is much lower. I can give you an example of that, and that will be far better than any general description of the district. I know the tenant-right of a farm which sold for £1,000 a few years ago, and the last year he could not get £500; one of our best farms: that would be about £15 an acre.

36. From what has that arisen?—Land has been greatly depreciated in value, from a number of causes; there is

Rev. John  
Lynch,  
continued.  
p. 562.

Rev. James  
Porter, Land  
Com. Report  
p. 399.

Rev. James  
Porter,  
continued.

not the same anxiety to possess it, because the same advantages do not attend the holding of it as in former times.

37. In those cases where the tenant-right was disallowed, was it an attempt on the part of the landlord to put the purchase-money into his own pocket, or to charge an additional rent?—An attempt was made to dispossess the owner, without allowing him to sell, which has been invariably the practice throughout our own country, and we were greatly scandalized by it. In fact, armies were brought in, and honest men were involved, and surprised at the violence and murderous dispositions manifested, when parties were excited about it; for I ought to state, perhaps, that every particle of improvement, every stone upon my farm, and every slate, was put together by myself, and every drain was made, and every tree planted out of my own pocket, and I did it with great confidence; because, when I purchased, I paid a very high value for what I got, and I considered that I was to have the same right to remuneration

# TENANT RIGHT.

## CLASS No. IV.

### INTIMIDATION BY WHICH IT HAS BEEN PROTECTED.

ROBERT SMITH, Esq., *Clerk of Peace,*  
*Co. Monaghan.*

80. Do they often sell the tenant-right, where there is an old lease?—Very frequently.

Robert Smith  
Land Com.  
Report.

81. Where the tenant is ejected for non-payment of rent by his landlord, is he allowed to sell his tenant-right?—I am not aware that any such right of sale is recognised by the landlord; but it is generally known throughout the country that an agrarian law exists, such as to intimidate any of the lower class of farmers from taking land from which a tenant has been ejected for any cause, without the person coming in making compensation to the party turned out.

82. That applies to the tenant going out, under all circumstances?—I think so.

JOHN LINDSAY, Esq. *Banbridge, Co. Down.*

39. Is the tenant-right, or sale of good-will, prevalent in the district; and to whom is the purchase-money paid? It prevails in the district; the tenants who have held the land think they have a right to dispose of the land when they are going to leave it; he thinks always he has a right to do so; and very reasonably, I think.

J. Lindsay,  
Land Com.  
Report.  
pp. 583-4

40. Is it generally recognised by the landlords?—Some recognise it, and some do not; but where they do not

J. Lindsay,  
continued,  
p. 593-4.

recognise it, and set their face against it, they are very generally defeated, and have been obliged to do it, after risking life, in some instances, in my neighbourhood.

41. Is it done behind their backs, without their knowing it?—No; they have even ejected the tenantry. I have known some of them do it in the parish I live in; one of them put a man out of his farm, and there is no person will take it; he sent down a person to cultivate the farm, and he was sent home again. The people gathered that night and desired him to go home and not come there again; and the man got leave to sell his tenant-right afterwards.

42. How long ago is that?—About three years ago. Something similar happened to a man about two or three miles from my place, last winter was a year.

43. Is the value of the tenant-right increasing or diminishing, and how is it affected by the tenure?—The value of the tenant-right is decreasing, in consequence of the scarcity of money, and I suppose it would be regulated also by the price of the land at the time the tenant-right would be sold. If it is at a high rent they will give less, and if at a low rent they will not get more.

44. What should you say was the value of the tenant-right of land fairly set and held at will, comparing it with a year's rent, or by the acre?—About four years ago, at a place I receive the rent of, it would have sold for £20 an acre; and now, though the rent is lowered ten per cent. it would be difficult enough to get £10.

· MR. HANCOCK, *Lord Lurgan's Agent, Down, Antrim, and Armagh.*

Mr. Hancock  
Land Com.  
Report.  
p. 484.

38. The landlords are compelled to recognise tenant-right, as, in several instances in this neighbourhood, where they have refused to allow tenant-right, the in-coming tenant's house has been burned, his cattle houghed, or his crops trodden down by night. The disallowance of tenant-right, so far as I know, is always attended with outrage. A landlord cannot even resume possession to himself without paying it. In fact, it is one of the sacred rights of the

country, which cannot be touched with impunity; *and* <sup>Mr. Hancock continued.</sup> *if systematic efforts were made amongst the proprietors of Ulster to invade tenant-right, I do not believe there is a force at the disposal of the Horse Guards sufficient to keep the peace of the province;* and when we consider that all the improvements have been effected at the expense of the tenant, it is perfectly right that this tenant-right should exist; his money has been laid out on the faith of compensation in that shape.



# TENANT RIGHT.

## CLASS No. V.

### OPINIONS AS TO TENANT RIGHT.

ROBERT SMITH, ESQ., *Clerk of the Peace, Co. Monaghan.*

76. What is your opinion relative to the tenant-right allowing him to sell his interest in the land?—I think it objectionable, except in particular cases; particularly so in ease of emigration.

Robert  
Smith, Esq.  
Land Com  
Report,  
pp. 147-8

77. Why in the case of emigrating particularly?—It gives facility to a certain class to take much capital out of the country, and induces persons wishing to get possession of land to give much beyond the reasonable value of the emigrant's interest; whereby the landlord gets in exchange for a solvent tenant, a person who has expended his capital in purchasing the interest of a tenant, who, at the time, was paying the full value of the farm, whereby the incoming tenant not having capital to till the land in a husbandlike manner, suffers the premises to become dilapidated, and ultimately is ejected for non-payment of rent.

Opinion un  
favourable

78. That applies to all parties selling?—I do not mean you should so understand me; there are cases where, for private arrangements, a party should, with consent of his landlord, be allowed to sell; but I object to allowing large sums being paid to emigrants who leave persons little more than paupers in their stead.

Robert  
Smith, Esq.  
p. 147, 148.

79. Does not the landlord use the same power also, in the case of a tenant emigrating?—It is not always convenient for landlords who have not acted strictly upon all of the covenants in leases, on particular occasions, to put certain of them in force. I mean particularly non-alienation clauses; and in my opinion, such is the anxiety of the majority of the lower class of farmers, in the districts wherein I am best acquainted, that they would purchase the outgoing tenant's interest, disregarding all covenants.

83. You think, upon the whole, it has gone to such an extent in the county of Monaghan, that it is injurious both to the landlord and the tenant?—I do. The incoming tenant exhausts his capital in purchasing land already let at what the landlord may suppose a fair rent, whereby the landlord loses a tenant in comfortable circumstances in exchange for almost a pauper.

84. That is only in the case of emigration?—I mean generally.

WILLIAM BLACKER, ESQ.

W. Blacker,  
Esq.  
Land Com.  
Report,  
p. 324.

65. The tenant right, I believe, prevails in the part of Ireland with which you are acquainted?—Yes.

66. In your opinion, is that system advantageous or otherwise?—It is like everything human, it is liable to imperfections as well as advantages; but I do not know how to get quit of it, without incurring greater inconveniences. If you refuse to allow any tenant-right, you can scarcely ever get quit of a bad tenant; for the feeling of the country is so strong, that no man will venture to take a farm without having the good-will of the man who leaves it, and that man cannot leave it unless he has got something to carry away, which will take him to America, or will obtain for it some other holding; and that raises a great difficulty in getting rid of the person of whom you would wish to get rid. It is a thing that does not occur very often; two or three instances perhaps in the course of a twelvemonth; and it is better, I think, to put up with an assumption of that kind—for it is an assumption of right which certainly does not exist—it is better to put up with that in a few instances, than suffer a great deal more in other respects.

67. Then, is it your opinion that the existence of the tenant-right prevents the derangement in reference to property which prevails in the parts of Ireland where it does not exist?—Yes, I do; and I think there is some reason why such feelings should have originally grown up, particularly in mountainous countries. The property has been brought into cultivation within the memory of man, by the exertions of the occupying tenant, without any assistance from his landlord whatever; for instance, in the case of the allotments on the school lands the other day, the poor man builds his house, and brings the bog land, which was worth nothing, into a valuable property. If you were to deprive him of the privilege of getting some compensation for that, it would be a matter of great injustice, and the feeling has originally grown up in that way; but at present it has spread itself to all land, and the man who has been actually deteriorating your property, looks upon it as much his right as the man who has been improving it, and in that way, both in reason and justice, it is subject to great objections.

W. Blacker,  
Esq.  
p. 324.

WILLIAM PIDGEON, Esq., *Land Agent to the Incorporated Society of Dublin, for promoting English Protestant Schools.*

29. Is the tenant-right, or sale of good-will, recognised under the society?—It is, to a certain extent, particularly in the North of Ireland; they recognise it to the fullest extent there, and, in fact, they do so every where. They only require that the name of the incoming tenant should be submitted to them, and approved of.

William  
Pidgeon,  
Esq.  
Land Com.  
Report,  
p. 338, 339

30. To whom is the purchase-money paid?—To the tenant. I may mention, now, that I am going to recommend to the board, that upon their northern estates they should not permit their tenants to receive more than a certain sum for the tenant-right. I have known cases where the most extravagant sums have been paid, which is taken away by the outgoing tenant; and the incoming tenant has been so impoverished, he has not been able to work or stock his farm properly, from want of capital. I have known a case where the tenant was ruined by the extravagant sum paid.

William  
Pidgeon,  
Esq.  
p. 338, 339.

31. Have you formed any plan to carry out that recommendation?—It is a difficult thing to decide where you ought to stop the tenant-right, but it really ought to be done. I have known the most extravagant prices given, a price fully equal to the fee-simple value of the land.

32. How would you propose to stop it; will not they give it under-hand, if you do not let them do it openly?—I do not know that.

33. Have you found that the tenant-right, as it exists in the North of Ireland, prevails in the South?—No, it is quite different.

34. Is there any arrangement existing there between the incoming and the outgoing tenant, similar to the tenant-right?—They have rules among themselves, but it is not a recognised system in the south as it is in the north; there is greater confidence among all the relations in the north than in the south; they have greater confidence in their landlords. They do it in the south, but it does not exist as a system. I think it an admirable principle, and it ought not to be put a stop to. The only objection is, that it may be carried too far. I have known instances where it has been carried ridiculously far.

35. The competition for land may induce a man to give an extravagant rate for the tenant-right, as it does to give an extravagant rent for land?—Yes, it does; and when they have money, they give it freely for the purchase of the tenant-right, and often come in without sufficient capital. I know an instance at this time where a man is poverty-stricken, because he gave an extravagant price to get possession of the land. He had one or two good years, and got a little money in his pocket, and went and purchased more land, and is now not able to go on.

RICHARD BYRNE, ESQ. *Crossmakee, Louth Parish.*

Richard  
Byrne, Esq.  
Land Com.  
Report,  
p. 317, 318.

96. With respect to the tenant-right, or the sale of good-will, does that extend to this district?—Yes, it is generally allowed. I think the sale of the tenant-right is only exercised by the idle, the improvident, or lazy, or those who are going to emigrate, and it is generally sanctioned by the landlord.

97. Does the landlord feel himself bound to pay for the tenant-right when resuming possession of the land for his own use?—Yes; there have been instances of a landlord doing it; but it is more for the sake of giving something to get rid of the tenant, than in consideration of the tenant-right. Richard  
Byrne, Esq.  
pp. 347, 348.

98. What do you consider to be the general effect of the tenant-right on the country?—I think that the effect is rather beneficial; for in cases where a lazy or improvident person disposes of his tenant-right, the landlord gets a person more likely to improve the farm.

99. Does not it diminish the man's capital?—Yes; it does, certainly; but he generally calculates he will be repaid for that expenditure.

100. On the expiration of his lease, is the tenant considered to have any tenant-right, in consequence of being the party in possession?—Not generally recognised by the landlords, but the tenants consider themselves to have the tenant-right.

101. What should you say was the value of the tenant-right? It depends greatly upon the character of the landlord under whom he purchases. I have known very singular instances of enormous sums given for the tenant-right. I have known that a man having merely half an acre and half a rood of ground, and three houses on it, in one of which he lived himself, and had tenants in the other two, cottiers, and for that he received £30.

CAPT. JAMES ROBINSON, *Warrenpoint, County Down.*

41. What is the effect of the tenant-right upon the district?—I should say that, to the extent it is practised at present, it is injurious. Capt. James  
Robinson.  
Land Com.  
Report,  
p. 419.

42. What do you conceive to be the value paid for the tenant-right, either by the acre or by the year's rent?—I have known £25 an acre given for a farm. I have known as much as £30 given for a farm by the acre, that had water-power upon it; but I have known £15, £16, and £25 given.

43. Is it increasing or diminishing?—I think it is diminishing to that amount.

Capt. James  
Robinson.  
p. 419.

44. To whom is the purchase-money paid?—To the out-going tenant; he takes every thing with him to America, or out of the country, and leaves it so much poorer.

THOMAS G. HENRY, Esq. *Newry.*

T. G. Henry,  
Esq.  
Land Com.  
Report,  
p. 424.

38. Are permanent improvements effected by the landlord, or the tenant, or jointly?—Not at all by the landlord.

39. How is the remuneration for those improvements secured to the tenant?—There is no way of securing it.

40. How is he remunerated for it?—He is never disturbed out of his place, and gets all the benefit of it.

41. Is the tenant-right prevalent in this district?—Yes, a good deal of it.

42. Is it recognised by the landlords?—Yes, mostly it is; where he can get a good tenant to assume the place of the out-going tenant, it is not refused.

43. What should you say was the value of the tenant-right compared with a year's rent or by the acre?—It varies very much. I have known in Mourne they gave £25 an acre.

44. For land of what value?—Thirty shillings an acre Irish; that is the highest I have known. The other day, near Newry, there was a man who had about four acres of ground to sell, a very poor man, and he got £57 for all; that was two or three days ago.

45. Is the value increasing or decreasing, or is it affected by the tenure?—Last year it was decreasing; this year it is assuming a more healthy appearance, and is getting up. A few years ago it was higher.

46. What is your opinion of the effect of the recognition of the tenant-right on the state of the country?—As far as this estate is concerned, we generally get a better tenant than the one that leaves us; and if that be the case, it has a good effect on the property.

47. Is permission ever refused to a tenant to dispose of his farm, in order to obtain the tenant-right?—Yes; unless he gets a tenant that pleases the landlord. He must produce a tenant he approves of.

48. Do I understand by that, that he should produce a solvent tenant?—Yes.

49. No reference is had to the tenant's religion?—No, except in the borough of Newry; that is now looked after here. T. G. Henry, Esq. p. 424.

50. What difference is there in reference to the borough of Newry and other parts of the property?—The borough of Newry is the part which enjoys the elective franchise; it constitutes the borough which the franchise is extended to: there a different mode is used. Upon the rest of the estate there is no reference to a man's religion or politics.

51. What is the mode pursued in the borough?—The mode is, when a man offers himself as a tenant, I must be satisfied as to the description of man he is; whether he is well behaved, and of a certain religion. If a Roman Catholic was to offer himself as a tenant in the borough of Newry, I think I should refuse.

52. Would the same objection apply to a Presbyterian? No.

53. Is there any objection to allow a Catholic tenant to sell his tenant-right to another Roman Catholic?—Not any; upon the other parts of the estate there is no distinction made between tenants.

THOMAS EYRE, Esq., *Benburb, Co. Tyrone.*

47. Is the tenant-right known in your district?—Yes; the land lets for 16s. an acre, and they will give from £8 to £12 an acre for the tenant-right. It is not quite so high as it was a few years ago, but still it is very high. T. Eyre, Esq. Land Com. Report, p. 439.

48. How far do you consider the tenant-right affected by the tenure, or is it more by the character of the landlord?—It is more by the character of the landlord. It is the custom for them there to do it. Some will not let them get more than a certain sum, but the landlords all recognise it.

49. Do they allow it to be sold to any individual the tenant may procure, provided he is solvent, and of a good character?—Yes, in a general way. When the tenant wishes to dispose of his farm, he goes to the landlord, and the landlord says, "Get what you can offered for it, and if I do not like the tenant, I will name some other person," or something of that kind takes place.

T. Eyre, Esq.  
p. 439.

50. Are any religious objections ever taken to a tenant?  
I think there are; I have no doubt of it.

51. What do you think of the effect of the tenant-right generally?—I always thought it injurious; but I am not competent to judge, perhaps. I had been always living in England till 1826. I always thought it an injury to the tenant, rather than a benefit.

52. In what manner do you consider it injurious to the tenant?—The incoming tenant impoverishes himself by purchasing this land. He has to go and borrow money to buy the land, in the first instance; and after he gets it, he gets credit where he should not do it at home. The shopkeepers say, "Oh, he has a farm, and we may trust him." There are generally shopkeepers on the estate; and the agent generally takes care to see them paid when the party disposes of his farm.

MR. J. T. NOBLE, *Armagh.*

Mr. J. T.  
Noble  
Land Com.  
Report,  
p. 442.

41. Is the tenant-right prevalent in the district?—Yes.  
42. To whom is the purchase-money paid?—Always to the out-going tenant.

43. Is it recognised by the landlord?—Yes.

44. What is the effect of it upon the district?—I think it has a beneficial effect upon the out-going tenant and the landlord.

45. What is the effect upon the in-coming tenant?—Sometimes he borrows money to pay the purchase-money, in which case it has a very injurious effect.

46. What is the value compared to a year's rent for the acre?—It varies from five to twenty years' purchase. I have known as much as twenty-three years' purchase given.

47. Did that depend upon the tenure, or what?—It did not depend upon the tenure; the tenure was upon an old life, and they could not calculate upon more than two or three years' purchase.

MR. JOHN M'CARTEN, *Linen Bleacher and Land Agent to Dean of Dromore.*

Mr. John  
M'Carten,  
Land Com.  
Report,  
pp. 463-4.

90. Are there any instances of estates in which the tenant-right is discountenanced?—I have heard of instances



where the landlords laid on a certain sum themselves, and did not let the tenant get more—for instance, Lord Downshire does not allow it, in most instances, to exceed £10 an acre, and I have heard of instances where the landlord refused to recognise it; but it is generally recognised.

Mr. John  
M'Carten,  
pp. 463-4,

91. Can you state whether in those cases, in which landlords refuse to recognise it, there is a difference in the rent of the land?—I do not think the rent of the land has any influence upon the landlord's mind.

92. But may not it make a difference in the rent which the tenant has to pay?—The tenant has not half the bargain. The tenant being located upon the ground, must accede to any terms which the landlord offers him; it is not like a bargain for a horse or a cow.

93. If you were about to take a farm where the tenant-right was not recognised, should you offer a less rent?—That would not influence me in my offer to the landlord; it would influence me in the sum I offered to the tenant for the tenant-right. I think the tenant-right ought to be established in every case where the party himself, or his predecessors, had laid out money upon the land, and that he is entitled to receive payment for it from the in-coming tenant.

94. Your feeling is, that where a tenant lays out money in improvements, that he has a tenant-right?—He establishes a right on the land, altogether independent of the landlord's right; and I think that that right should be held as sacred as the landlord's right; it is the distinct right of the tenant.

95. Do you practically find that that expenditure ensures him a preference upon the expiration of the lease? A landlord seldom puts out a tenant, if he is a substantial man.

96. How do you apply the principle you have laid down to a man who has built a bleaching-mill upon a thirty-one years' lease; do you think that gives him a tenant-right?—Yes; and it would be very unfair to take advantage of it and turn him out. I think the legislature should guarantee it to the tenant, that he ought not to be put in a position to ask that as a matter of courtesy which he should

Mr. John  
M'Carten,  
pp. 463-4.

demand as a matter of right. What sum he should ask is another thing.

97. Do you consider, in the case of the mill to which you have referred, that, at the expiration of the lease, the landlord will not charge the full rent for the premises, as if the expenditure had been originally his own?—I think it very likely he would not; he would charge for some increased value, but not take advantage of the whole.

98. What do you think is the effect of the tenant-right; is it beneficial or not?—I think where it is acknowledged, it is beneficial; it encourages a man to lay out money, and improve the land. Where it is not acknowledged, it has a contrary effect.

99. With respect to in-coming tenants, may it not have the effect of absorbing that capital which may be required properly to stock and work the farm?—Yes; very often people agree to give more than they are able to pay, and get themselves into debt; and where a man is so improvident, it has a bad effect.

100. In your view, the effect of the tenant-right is different, as to the in-coming and the out-going tenant?—Yes; an in-coming tenant, who keeps the thing within proper bounds, is only purchasing that which is fairly valued in the market; another may be imprudent, and offer more than he is able to pay for it.

101. Is it usual for landlords to make any objection to the in-coming tenant, except he is in bad circumstances or of bad character?—I think the landlord always considers he has a right to be satisfied as to the tenant, and sometimes political considerations influence the landlord upon the subject.

102. Should you say that, in many instances, political or religious considerations operate?—Not often. I think I have known a man refused on religious grounds.

103. Is that common?—Not very common; for the bulk of the people being Protestants in this part of the country, the thing does not often occur.

104. What is the usual value of the tenant-right, as compared with either a year's rent or by the acre?—I think the usual value of the tenant-right, where the improvements in the buildings are not very considerable, is

about £10 an acre, or half the purchase of the rent in fee simple. The way I calculate it is this, land let at 20s. an acre, as the acreable rent, bought at £10 an acre, the interest of which is five per cent. would be at half the acreable annual rent.

Mr. John  
M'Carten,  
pp. 463-4.

105. Is the value of the tenant-right affected by the tenure?—I think it is not at all affected by the tenure, if the landlord has publicly acknowledged the tenant-right, so as to satisfy the purchaser that the same favour would be extended to him on going out again.

106. Is the value of the tenant-right increasing or diminishing?—It is decreasing since Sir Robert Peel's tariff. It was on the increase previous to that; but it has been on the decrease since.

107. What is the general rate at which it is purchased from a tenant having a lease; is it more than twenty years' purchase?—I have known it more than twenty-five years' purchase; in fact, in buying a lease, they buy the interest in the lease, and they buy the tenant-right besides. It is not buying the actual thing upon the face of the lease, but they look at the tenant-right in addition. They would say, "This lease is worth £100; the tenant-right is worth another £100; I will give £200 for it, if the tenant is acknowledged."

108. Supposing the tenant-right to be worth about ten years' purchase, what would be the rate of purchase for the whole interest?—About fifteen years' purchase for the lease, making 25 years altogether. These ideas are very seldom separated; the interest in the lease and the value of the tenant-right are generally taken together.

ROBT. HOLBECH DOLLING, ESQ. *Magheralin, Co. Down.*

64. Is the tenant-right, or sale of good-will, recognised in the country?—Almost universally.

R. Holbeche,  
Dolling, Esq.  
Land Com.  
Report,  
p. 472.

65. To whom is the purchase-money paid?—To the out-going tenant.

66. What is the effect of the sale of the tenant-right; has it a good effect upon the country?—The sale of the tenant-right is the happiest thing which has happened in this part of the country, and for these reasons—in the first

R. Holbeche, place, I think it prevents agrarian outrage, as the out-going  
Dolling, Esq. tenant always has a sum of money; and, in the second  
p. 472. place, this right having been once recognised, it effects, in  
my opinion, a lower rate of rent; but it perfectly secures  
the landlord, because the in-coming tenant always deducts  
the arrears out of the purchase-money, and pays it to the  
landlord, and hands the balance over to the out-going tenant.

67. Did you ever know an instance of the arrear of rent exceeding the amount paid for the tenant-right?—I do not recollect such a case. Generally the out-going tenant receives a sum at least equal to five or six years' rent, over and above the arrear, which may amount to, perhaps, two or three years' rent.

68. Does the tenant-right exist on the estate of Lord Hertford?—I believe so.

69. Does it bear a higher rate there than on the adjoining estates?—I should say not.

70. What should you say was the value or selling price of the tenant-right?—I should say, that, from five years' purchase I have known it to go as high as fifteen years'.

71. Is the value of it increasing or decreasing in this country?—I think it increased very much till the year 1842, and since that time, since agricultural produce has decreased in value, it has been rather on the decrease; but it increased enormously till 1842.

#### JOHN FORSYTH, ESQ. *Land Agent, Co. Down.*

J. Forsyth, 46. Is the tenant-right, or sale of good-will, prevalent  
Esq. in the district, and to whom is the purchase-money paid?—  
Land Com. It is prevalent, and the purchase-money is always paid to  
Report, the tenant. I never knew an instance, but upon one occa-  
pp. 523-4. sion, where the landlord got any portion of the purchase-  
money, and that was through myself. On one occasion,  
£20 was left; and it was given to improve the houses upon  
the place; £10 was laid out, and £10 is remaining for that  
purpose still.

47. Have you not known any portion paid to the landlord where there were arrears?—Yes, the arrears are always paid up.

48. Do I understand that the portion of the tenant-

right which the tenant was to receive was kept to improve the farm?—Yes; but only in one solitary instance.

J. Forsyth,  
Esq.  
pp. 523-4.

49. Was any objection made by the tenant to have a portion of the tenant-right appropriated in that way?—Not a bit. This tenant was a person we had had a great deal of trouble with in getting the rent, for many years. It was determined to get rid of him. I served him with a notice to quit, and he was offered such a sum of money (I think £53) for a small holding, for which he paid £8 or £10 a year. I said, “I will give you £33 or £34. The rent is paid up; put that in your pocket, and I will retain £20 to put the premises in repair.”

50. He had no lease?—No.

51. Is the sale of the tenant-right recognised by the landlords, and what is the general effect of it in the district?—It generally procures a better tenant for the landlord when it is recognised.

52. Is it usual to make an objection to the purchaser of the tenant-right on political or religious grounds?—Never. I never knew an instance of it.

53. Can you put a value upon the tenant-right—so many years’ rent or so much an acre?—Yes; from one to four or five years’ rent is often paid for the tenant-right of small holdings of from three to ten acres. Larger holdings are of less value, the rent being already considered high enough.

54. How much would it be by the acre?—It is impossible to say, because there is so much variance in the value of the land. I have heard of from 4s. to 50s. an acre; but you may suppose that this land is let at what we consider a very fair rent, and when either three or five years’ purchase is paid down to get the tenant-right, it is already dear enough let, we consider.

55. Is the value of the tenant-right increasing or diminishing, and how far is it affected by the tenure?—I think it is increasing; but it is not affected by the tenure, whether at will or not.

56. What is your opinion with respect to the effect of the system of the tenant-right; is it advantageous or otherwise?—I would not allow it, if I could help it, and I will tell you the reason. The in-coming tenant, no matter

J. Forsyth, Esq.  
pp. 523-4. what measure the agent may take to prevent it, has almost always to pay the full value of the land. That money goes out of the country to America, and it injures the in-coming tenant; but I do not know how you are to avoid it; if he does not pay the rent, it is not with feelings altogether of a good kind, but you are obliged just to wink at it. We cannot avoid it, and we must allow it to pass.

57. Do you think that the prevalence of the tenant-right, and the high price paid for it, has a tendency to diminish the rent, or to cause an outcry against the rent? No; I do not think it has. Sometimes, after purchasing the tenant-right, and getting in almost upon any terms they could, they have said that the rent was too high, and they thought that they should get a reduction, but that has not been the means of promoting it.

WILLIAM STEVENSON, ESQ., *Mount Pottinger, near Belfast.*

Wm. Stevenson, Esq.  
Land Com.  
Report,  
pp. 529-30.

88. Does the tenant-right prevail in the counties with which you are acquainted?—It does.

89. To whom is the purchase-money usually paid?—To the tenant, provided that he, on the faith of his tenant-right, has not borrowed money, and become insolvent; in that case, the creditor of the insolvent gets payment. The landlord allows the tenant-right to be sold, and the surplus goes to the tenant himself or his assignees.

90. Is the tenant-right usually recognised by landlords? Yes.

91. What, in your opinion, is the effect of that recognition of the tenant-right; is it beneficial or otherwise?—It is very advantageous: it is impossible to work an estate to advantage unless the landlord recognises it.

92. What is the usual value of the tenant-right, compared with the year's rent or the acreable value?—It varies very much; taking it over the country generally, I should say £12 the Cunningham acre in Down. It differs in Antrim; you would not get more than £8 in Antrim.

93. Is it usual for the landlord to object to the in-coming tenant? The stipulation the landlord makes with his agent is, you are to please me as to the new tenant—see that he is a proper tenant.

94. Do political or religious considerations cause any objections, as far as you know? Not at all in this country; there is very little here of that kind of objection; we are all Protestants and Presbyterians. Wm. Stevenson, Esq.,  
pp. 529-30.

95. Not in the county of Down?—The Catholic party is very small; we have very little quarrelling on that ground.

96. Do you think that the tenant-right has any effect upon the rent?—No, not to the landlord.

97. Where a large amount is paid for the tenant-right, has it a tendency to cause an outcry against the rent?—It has not; it does not cut against the landlord.

98. Is the value of the tenant-right increasing or decreasing, in your opinion?—The value of the tenant-right is decreasing, because the landlords have reduced their rents; as the landlord decreases his rent, the tenant-right will decrease in value, it brings down the value of the article; the tenant-right will rise and fall with the landlord's interest. If a landlord has land worth £100 an acre, he will not set that ground for less than £3 or 50s.,—that is to say, in the neighbourhood of towns, or town accommodation only—and the tenant-right of that is £30 an acre.

99. In point of fact, does not the rent, and the value of the tenant-right rise and fall with the rise and fall of agricultural produce? No doubt of it.

100. Supposing an arrangement could be made, by which the tenant was to receive a reasonable compensation for improvements, do you think the tenant-right could be done away with?—No; you would always have a quarrelling about settling the value; besides the tenant loses a right to his farm, improved by his own industry, and the landlord takes advantage of it.

101. I am contemplating an arrangement, whereby, if a tenant improves his farm, he would have a claim against the landlord for compensation?—If the farm is not improved, the tenant-right still exists.

102. Is the tenant-right affected by the tenure, where there is a lease or where there is none?—Very little indeed.

# OPINIONS AS TO TENANT-RIGHT.

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ALEXANDER MILLER, ESQ., *Land Agent and County Treasurer, Co. Antrim.*

A. Miller,  
Esq.  
Land Com.  
Report.  
p. 616.

60. In your own neighbourhood of Ballycastle, what is your own opinion of the state of the tenant-right; is it much restricted there, or is it higher or lower?—I think it bears a fair proportion to other places; I know of very little difference.

61. What is your opinion generally, on the whole, as to the tenant-right; is it advantageous or otherwise?—I do not know exactly as to its being advantageous; I think it equitable.

C. J. KNOX, ESQ., *Agent to Clothworkers' Company, Co. Londonderry.*

C. J. Knox,  
Esq.  
Land Com.  
Report.  
p. 653.

32. Is the tenant-right prevalent in the district, and is it recognised by the landlord?—It is prevalent in the district, and it is recognised by my employers. In the present state of the tenantry of this country, it is not only judicious to allow the sale of tenant-right, but I think it would be cruelly unjust to prevent it—unjust, because the tenantry and their forefathers have been permitted to make all the permanent improvements at their own expense—and judicious, because with the poorer class it is the best security against the dilapidation of the premises, the price of the tenant-right always being in proportion to the condition of the farm.

JAMES SINCLAIR, ESQ. *Holy Hill, near Strabane, County Tyrone.*

J. Sinclair,  
Esq.  
Land Com.  
Report.  
p. 74.

16. Is the tenant-right, or sale of good-will, prevalent in the district; and to whom is the purchase-money paid? In this district, as long as I remember, and for a great length of time, as far back as the plantation of Ulster, the tenant-right has been respected, and has been valuable only to the tenant.

17. Is there any trace how it originated in this country? The notion is, that it originated in the manner in which the settlement of Ulster was made. The settlement here was quite a feudal settlement. The tenants in capite got a certain portion of land, on condition that they were to



sublet to under tenants a portion, for three lives and twenty-one years, upon strictly feudal terms, to be ready with arms to defend the place; and it appears to me that we can trace, from all that I see about the matter, the present indefeasible tenant-right up to that: for those who were settled by the original patentees were in some sort fosterers or kindred, and were then engaged in the defence of the country, and became rather a kind of friendly tenant than a tenant for money; and I think from that time to this the tenant-right has been continued, and in no way altered by law but by custom.

J. Sinclair,  
Esq.  
p. 74.

18. Do you think it arose from those persons so brought in having, in the first instance, built those dwellings and houses themselves?—Yes, I think so; and being connected with the original patentees in a closer way than the mere connexion of a tenant with a landlord.

19. You spoke of tenants improving very greatly, in the confidence that they shall not lose; do you think that the existence of the tenant-right gives them that confidence, and that they look to be remunerated by the sale of it?—I am sure of it.

20. Is that confidence entertained by the party immediately below the tenant?—If you go down to the cottier, I say no. I think the cottier is badly treated here. But the immediate tenant has a perfect confidence, and it is a justifiable one, in the landlord, uniformly.

21. What, in your opinion, is the effect of the tenant-right upon the country?—It has some advantages, and certainly some disadvantages. One disadvantage is quite plain, that the tenant-right is frequently sold for a sum of money which is borrowed, and which hangs as a heavy weight upon the in-coming tenant, sometimes to his ruin. But that being out of the way, I think the thing is a very valuable and useful custom.

22. Can you give any statement of what you consider the price or value of it, compared to the year's rent or the acre?—I do not believe there would be any general rule; but within this fortnight, a man in a mountain district that belongs to myself, came for some timber to build a house. I had never seen him, nor heard of him before; but on

J. Sinclair, Esq. p. 744. inquiring who he was, I learnt he had given £80 for a farm without a lease, that paid £3 a year.

23. In general, is the sale made without reference to the landlord in that way?—I think not, generally, now; but until very lately it was. The landlord was seldom consulted.

24. Has there been attempt on the part of the landlords to regulate it?—Yes, some landlords have attempted it—not very successfully; and others are doing it with a great deal of success; though it is in progress now to be by custom regulated advantageously for all parties.

EDWARD SPROULE, ESQ., *Co. Tyrone.*

E. Sproule, Esq. Land Com. Report, P. 799. 20. Is the tenant-right recognised in the district?—Yes, it is; it prevails under most of the good landlords. The purchase-money is paid to the out-going tenant after the arrears to the landlord have been discharged. It is recognised by most of the landlords, and its effects are rather beneficial than otherwise to the landlord. It gets up arrears, and he gets a better tenant with some capital, and with fresh spirit. To the tenantry it affords the only security which now exists for remuneration for the improvements they have made in their buildings, their fences, and their drains, which are all made at their own expense generally.

21. What is the value of the tenant-right, as compared with the year's rent or per acre?—It runs from four to eight and even ten and twelve years' rent, and has been known to go as high as fifteen; that was in the war time. It is rather decreasing now, not from any decrease in the value, but from the increase of the value of money. It is not much affected by tenure. The character of the proprietor, and the principles upon which his family conduct their renewals, have more influence than the term of the tenure. The price given has often been as high for a farm held at will as for others under lease.

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